City of Pensacola

City Council

Agenda Conference

Agenda

City of Pensacola
222 W. Main Street
Pensacola, FL 32502

August 10, 2026, 3:30 PM **Hagler-Mason Conference Room, 2nd Floor**

The meeting can be watched via live stream at cityofpensacola.com/video.

ROLL CALL

PRESENTATION ITEMS

REVIEW OF CONSENT AGENDA ITEMS

1. 26-895 APPOINTMENT - OPIOID ABATEMENT FUNDING ADVISORY BOARD

Recommendation: That City Council appoint one individual to the Opioid Abatement Funding Advisory Board for a term of two (2) years expiring May 1, 2028.

Sponsors: Allison Patton, Council President

Attachments: *Nomination Form - Kevin Christman*
Appliction of Interest - Kevin Christman
Resume - Kevin Christman

2. 26-782 AWARD OF OMNIA CONTRACT NO. 3341 — PENSACOLA SPRING STREET LIBRARY BOILER CONTROLS REPLACEMENT

Recommendation: That City Council award a contract to replace boiler controls at Pensacola Library to Trane U.S. Inc., from OMNIA Contract No. 3341 in the amount of $46,870.00 plus a 10% contingency of $4,687.00 for a total of $51,557.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the contracting documents and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Trane Proposal Pricing and Scope of Work*

3. 26-715 AIRPORT: CONSENT OF TRANSFER OF OHM CONCESSION GROUP, LLC

Recommendation: That City Council approve the transfer of the OHM Concession Group, LLC to OTG Concessions Management, LLC. Further, that City Council authorize the Mayor to take the actions necessary to execute and

administer the transfer, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *City's Consent of Transfer*

4. 26-681 AWARD OF BID NO. 26-040 - 17TH AVENUE SIDEWALK IMPROVEMENTS

Recommendation: That City Council award Bid #26-040, 17th Avenue Sidewalk Improvements to Chavers Construction, Inc. of Cantonment, the lowest and most responsible bidder with a base bid of $123,897.00 plus a 10% contingency of $12,389.70 for a total of $136,286.70. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Bid Tabulation*
Project Map

5. 26-867 INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND ESCAMBIA COUNTY, FLORIDA, REGARDING THE FUTURE OF THE PENSACOLA BAY CENTER

Recommendation: That City Council approve the proposed Interlocal Agreement between the City of Pensacola and Escambia County, Florida, regarding the future of the Pensacola Bay Center. Further, that City Council authorize the Mayor to take those actions necessary to implement the agreement consistent with the terms of the agreement and the Mayor's executive powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Interlocal Agreement between City and County - Future of Pensacola Bay Center*

6. 26-816 PROPOSED AMENDMENT TO THE CITY OF PENSACOLA SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

Recommendation: That City Council approve the proposed SHIP Local Housing Assistance Plan (LHAP) amendment to include required manufactured housing (mobile home) language per Senate Bill 594.

Sponsors: DC Reeves, Mayor

Attachments: *2025-2028 City of Pensacola LHAP Amended*

7. 26-870 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER TENIADE BROUGHTON - DISTRICT 5

Recommendation: That City Council approve funding of $300 to Florida A&M University National Alumni Association - Pensacola Chapter from the City Council Discretionary Funds for District 5.

Sponsors: Teniade Broughton, Council Member

Attachments: *None*

8. 26-871 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT ALLISON PATTON - DISTRICT 6

Recommendation: That City Council approve funding of $500 to the Eastside Neighborhood Improvement Association, $1,000 to Manna Food Bank and $1,000 to the Florida Institute for Human and Machine Cognition from the City Council Discretionary Funds for District 6.

Sponsors: Allison Patton, Council President

Attachments: *None*

9. 26-872 DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER DELARIAN WIGGINS - DISTRICT 7

Recommendation: That City Council approve funding of $500 to the Florida A&M University National Alumni Association - Pensacola Chapter from the City Council Discretionary Funds for District 7.

Sponsors: Delarian Wiggins, Council Member

Attachments: *None*

REVIEW OF REGULAR AGENDA ITEMS

10. 26-837 APPOINTMENTS - ZONING BOARD OF ADJUSTMENT

Recommendation: That City Council appoint three (3) residents or property owners to the Zoning Board of Adjustment for a term of three years, expiring July 14, 2029.

Sponsors: Allison Patton, Council President

Attachments:
Member List
Nomination Form - Matthew Carbone
Application of Interest - Matthew Carbone
Resume - Matthew Carbone
Application of Interest - Nannette Chandler
Application of Interest - Kirwan Price
Application of Interest - Boyce White

Ballot

11. 26-873 PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM (PPBEP) NATIONAL ESTUARY PROGRAM ENROLLMENT LETTER OF SUPPORT

Recommendation: That City Council authorize the Mayor and Council President to sign a Letter of Support to U.S. Environmental Protection Agency Administrator Lee Zeldin for the Pensacola and Perdido Bays Estuary Program's National Estuary Prgram Nomination and Enrollment.

Sponsors: DC Reeves, Mayor, Jared Moore, Council Member, Charles Bare, Council Member

Attachments: *PPBEP National Estuary Program Enrollment Letter of Commitment--Pensacola*

12. 26-832 PUBLIC HEARING - PROPOSED REPEAL AND REPLACE OF THE CITY OF PENSACOLA LAND DEVELOPMENT CODE

Recommendation: That City Council conduct the first of two required public hearings on August 13, 2026, to consider approval of the repeal of the existing Land Development Code and replacement with the City's updated Land Development Code.

Sponsors: DC Reeves, Mayor

Attachments: *Proposed Ordinance - Repeal and Replace of Land Development Code*
Exhibit A - LDC Repeal and Replace Ordinance
Planning Board Minutes DRAFT -July 14, 2026
Business Impact Estimate

13. 26-830 PUBLIC HEARING FOR THE ANNUAL ASSESSMENT RESOLUTION IMPOSING STORMWATER SERVICE ASSESSMENTS AND APPROVAL OF THE 2026 STORMWATER ASSESSMENT ROLL

Recommendation: That City Council conduct a public hearing on August 13, 2026 to adopt the Annual Assessment Resolution imposing stormwater service assessments and approving the 2026 Stormwater Assessment Roll.

Sponsors: DC Reeves, Mayor

Attachments: *2026 Stormwater - Resolution No. 2026-31*

14. 26-831 RESOLUTION NO. 2026-31 - IMPOSING STORMWATER SERVICE ASSESSMENTS AND APPROVAL OF 2026 STORMWATER ASSESSMENT ROLL

Recommendation: That City Council adopt Resolution No. 2026-31.

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES; REIMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST DEVELOPED PROPERTY LOCATED WITHIN THE STORMWATER SERVICE AREA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION; PROVIDING FOR EFFECT; PROVIDING FOR APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING FOR CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *2026 Stormwater - Resolution No. 2026-31*

15. 26-822 AWARD OF SOURCEWELL CONTRACT #052725-RMT - VETERANS MEMORIAL PARK PERMANENT RESTROOM

Recommendation: That City Council award a contract for a permanent restroom facility at Veterans Memorial Park to Romtec, Inc., of 18240 North Bank Road, Roseburg, OR 97470, from Sourcewell Contract #052725-RMT, in the amount of $204,455 with an additional 5% contingency of $10,222.75 to address any unforeseen costs or conditions that may arise during the procurement process. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the contracting documents and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *City of Pensacola - Veterans Memorial Park Restroom Proposal*

16. 26-859 PROPOSED ORDINANCE NO. 14-26 - CREATING CHAPTER 8-3 OF THE CODE OF THE CITY OF PENSACOLA - JUVENILE CURFEW ORDINANCE

Recommendation: That City Council approve Proposed Ordinance No. 14-26 on first reading.

AN ORDINANCE CREATING CHAPTER 8-3, JUVENILE CURFEW, OF TITLE VIII OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Proposed Ordinance No. 14-26*
Business Impact Estimate

17. 26-840 PROPOSED ORDINANCE NO. 12-26 - AMENDING CITY CODE SECTION 3-1-7 - EXPENDITURES

Recommendation: That City Council adopt Proposed Ordinance No. 12-26 on second reading:

AN ORDINANCE AMENDING SECTION 3-1-7 – EXPENDITURES, OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR PROHIBITION OF EXPENDING FUNDS RELATING TO OPIOID LITIGATION WITHOUT SPECIFIC AUTHORIZATION FROM CITY COUNCIL; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Jennifer Brahier, Council Vice President

Attachments: *Proposed Ordinance No. 12-26*
Business Impact Analysis Report

18. 26-839 PROPOSED ORDINANCE NO.13-26 — TEMPORARY MORATORIUM ON LARGE-SCALE DATA CENTERS AND LARGE LOAD CUSTOMER FACILITIES

Recommendation: That City Council adopt Proposed Ordinance No. 13-26 on second reading:

AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA; IMPOSING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, REVIEW, OR APPROVAL OF APPLICATIONS FOR DEVELOPMENT PERMITS, REZONING, SITE PLANS, AND OTHER CITY APPROVALS FOR LARGE-SCALE DATA CENTERS AND LARGE LOAD CUSTOMER FACILITIES WITHIN THE PENSACOLA CITY LIMITS; PROVIDING FOR AUTHORITY; PROVIDING LEGISLATIVE FINDINGS OF FACT; PROVIDING DEFINITIONS; PROVIDING FOR THE IMPOSITION OF TEMPORARY MORATORIUM; PROVIDING FOR DURATION OF TEMPORARY MORATORIUM; PROVIDING FOR STUDY AND EVALUATION; EXCEPTIONS; CONFLICTS; SEVERABILITY; AND AN EFFECTIVE DATE.

Sponsors: Charles Bare, Council Member

Attachments: *Proposed Ordinance No. 13-26*
Business Impact Analysis Report
Emailing Additional Requested Info from Admin
Provided by Admin LLCS Capacity Reservation Milestones and

Process v.6.24.26
PROOF OF PUBLICATION - PUBLIC HEARING

19. 26-764 APPLICATION FOR EXCLUSIVE USE PARKING - 13 SPACE LOCATED ON 8TH AVENUE ADJACENT TO 805 E GADSDEN STREET CITY RIGHT-OF-WAY

Recommendation: That City Council approve the continued exclusive use of thirteen (13) parking spaces located within the City right-of-way on 8th Avenue adjacent to 805 E. Gadsden Street for customer parking for East Hill Animal Hospital. Also, that City Council authorize the Mayor to take the actions necessary to execute and administer a formal agreement to be negotiated at a later date consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Exclusive Use Parking License Agreement*
Parking Exclusive Use Application

20. 26-666 APPLICATION FOR EXCLUSIVE USE PARKING - 11 SPACES ON 8TH AVENUE CITY RIGHT-OF-WAY ADJACENT TO 801 E. CERVANTES STREET

Recommendation: That City Council approve eight (8) of the eleven (11) requested parking spaces for exclusive use located within the City right-of-way on 8th Avenue adjacent to 801 East Cervantes Street. Further, that the spaces shall be designated exclusively for Canine Institute of East Hill Animal Hospital customer parking. Finally, that City Council authorize the Mayor to take the actions necessary to execute and administer a formal agreement to be negotiated at a later date consistent with the terms of the City's Parking Use Agreement process and the Mayor's Executive Powers as granted in the City Charter.

Sponsors: DC Reeves, Mayor

Attachments: *Parking Exclusive Use Application*
Exclusive Use Parking License Agreement

21. 26-834 PENSACOLA INTERNATIONAL AIRPORT - U.S. DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION BUILD GRANT

Recommendation: That City Council approve the acceptance of the Better Utilizing Investments to Leverage Development grant for a Terminal Roadway Improvement Study at Pensacola International Airport in the amount of $425,000. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor’s Executive Powers as granted in

the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

Sponsors: DC Reeves, Mayor

Attachments: *Award Letter - Pensacola International Airport Terminal Roadway Improvements*
Supplemental Budget Resolution No. 2026-32
Supplemental Budget Explanation No. 2026-32

22. 26-835 SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-32 - PENSACOLA INTERNATIONAL AIRPORT - U.S. DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION BUILD GRANT

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2026-32.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2026-32*
Supplemental Budget Explanation No. 2026-32
Award Letter - Pensacola International Airport Terminal Roadway Improvements

23. 26-862 APPROVAL OF DONATION AGREEMENT WITH THE PENSACOLA HERITAGE FOUNDATION, INC -- PLACEMENT OF ALEXANDER STODDART STATUE AT BAYVIEW COMMUNITY RESOURCE CENTER

Recommendation: That City Council approve the donation agreement between the City of Pensacola and The Pensacola Heritage Foundation, Inc. for placement of an Alexander Stoddart Statue at the Bayview Community Resource Center. Further, that City Council authorize the Mayor to finalize negotiations of the agreement and take those actions necessary to execute and administer the donation agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted within the City Charter.

Sponsors: Allison Patton, Council President, DC Reeves, Mayor

Attachments: *Donation Agreement (1)*
Stoddart Memorial
Background Information - Alexandar Stoddart (002)
Parks & Recreation Board Meeting Minutes 3.17.26

24. 26-836 RESOLUTION NO. 2026-33 - FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) GRANT NO. 446650-1 - CHANGING

FUNDING FOR REMOTE PARKING LOT CONSTRUCTION

Recommendation: That City Council adopt Resolution No. 2026-33.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO COORDINATE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO CHANGE THE PROJECT TITLE, FUNDING, SCOPE, AND DELIVERABLES FOR FDOT GRANT #446650-1; PROVIDING AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Resolution No. 2026-33*

25. 26-823 SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-29 - PENSACOLA ENERGY - ADDITIONAL FUNDING FOR BUDGETED NATURAL GAS COST

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2026-29.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2026-29*
Supplemental Budget Explanation No. 2026-29

26. 26-824 SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-30 - FACILITIES REPAIRS FOR COMMUNITY MARITIME PARK (CMP) FUND

Recommendation: That City Council adopt supplemental Budget Resolution No. 2026-30:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: DC Reeves, Mayor

Attachments: *Supplemental Budget Resolution No. 2026-30*
Supplemental Budget Explanation No. 2026-30

CONSIDERATION OF ANY ADD-ON ITEMS

DISCUSSION ITEMS

READING OF ITEMS FOR COUNCIL AGENDA

CITY ADMINISTRATOR'S COMMUNICATION

CITY ATTORNEY'S COMMUNICATION

CITY COUNCIL COMMUNICATION

ADJOURNMENT

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Council meeting are invited to stand during the invocation and to stand and recite the Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Council Chambers or exit the City Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

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

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

File #: 26-895 Agenda Conference 8/10/2026

LEGISLATIVE ACTION ITEM

SPONSOR: Allison Patton, Council President

SUBJECT:

APPOINTMENT - OPIOID ABATEMENT FUNDING ADVISORY BOARD

RECOMMENDATION:

That City Council appoint one individual to the Opioid Abatement Funding Advisory Board for a term of two (2) years expiring May 1, 2028.

HEARING REQUIRED: No Hearing Required

SUMMARY:

As a result of the national opioid crisis, many governmental entities throughout the country filed lawsuits against opioid manufacturers, distributors, and retailers, to hold them accountable for the damage caused by their misfeasance, nonfeasance and malfeasance, as well as to recover monetary damages for past harm and financial compensation for ongoing and future abatement efforts. The City of Pensacola and Escambia County deemed the opioid crisis significant enough to secure litigation counsel and individually elected to file suit against the defendants. These lawsuits were consolidated with other lawsuits filed by state, tribal and local governmental entities into what is known as the National Prescription Opiate Litigation in the United States District Court of the Northern District of Ohio, Eastern Division, case number l:17-MD-2804.

The Attorney General for the State of Florida anticipates that settlement funds will be distributed to the State of Florida over multiple years as part of a global settlement and has proposed entering into agreements with local governments within the State of Florida to receive Settlement funds. In order for Escambia County to become a Qualified County eligible to receive Regional Funding, there must be an interlocal agreement among Escambia County and Municipalities.

The interlocal agreement provides for the appointment to the Opioid Abatement Funding Advisory Board, which shall review and make recommendations on Escambia County's abatement plan and funding considerations consistent with the abatement plan and State Memorandum of Understanding.The Opioid Abatement Funding Advisory Board membership shall be comprised of the following members, who should have experience with law

enforcement, fire rescue, substance abuse treatment, or other relevant experience, appointed for two-year terms:

1. One member appointed by the Escambia County Board of County Commissioners;
2. One member appointed by the Escambia County Administrator;
3. One member appointed by the Pensacola City Council;
4. One member appointed by the Mayor of Pensacola;
5. One member appointed by the Opioid Task Force.

The following has been nominated:

Nominee:	**Nominated by:**
Kevin Christman	Bare

PRIOR ACTION:

City Council makes appointments to the board every two (2) years.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: No

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

1. Nomination Form - Kevin Christman
2. Appliction of Interest - Kevin Christman
3. Resume - Kevin Christman

PRESENTATION: No

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Charles Bare, do nominate Kevin Christman
(Nominee)

[redacted]

(Business Address) (Phone)

Kckman56@gmail.com
(Email Address)

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

for appointment by the City Council for the position of:

MEMBER
OPIOID ABATEMENT FUNDING ADVISORY BOARD
(Two-year term expiring 05/01/2028)

Provide a brief description of nominee's qualifications:

Deputy Chief Christman has 27 years experience with Pensacola Police Department including assignments in undercover narcotics. He has first hand knowledge of the impact of opioids on our community.

City Council Member

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

Ericka L. Burnett, City Clerk

Ericka Burnett

From: noreply@civicplus.com
Sent: Monday, August 3, 2026 12:33 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

⚠ THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT ⚠

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

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

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

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

(Section Break)

Personal Information	
Name	Kevin C Christman
Home Address	[redacted]
Business Address	*Field not completed.*
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	[redacted]
Email Address	kcxman5@gmail.com

Upload Resume (optional)	Kevin_Christman_Master_Resume.pdf
	(Section Break)
Details	
Are you a City resident?	No
If yes, which district?	*Field not completed.*
If yes, how long have you been a City resident?	*Field not completed.*
Do you own property within the City limits?	No
Are you a registered voter in the city?	Yes
Board(s) of interest:	Opioid Abatement Funding Advisory Board
Please list the reasons for your interest in this position:	As a 28-year veteran of law enforcement and former Deputy Chief with the Pensacola Police Department, I've seen firsthand the devastation opioid addiction causes—not just to individuals, but to families, first responders, and the broader community. I responded to overdose calls, worked with families in crisis, and watched the toll this epidemic took on our community over decades of service. Since retiring, I've stayed engaged in community leadership work, including partnering with local organizations on initiatives aimed at systemic change. I want to bring that frontline perspective—understanding both the human cost and the practical realities of what works on the ground—to how these funds are allocated. My goal is to help ensure abatement dollars translate into real, measurable impact for the people and families still living with the consequences of this crisis.
Do you currently serve on a board?	No
If yes, which board(s)?	*Field not completed.*
Do you currently hold a public office?	No
If so, what office?	*Field not completed.*

Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	Male
Race	Caucasian
Physically Disabled	No

(Section Break)

Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? View it in your browser.

KEVIN C. CHRISTMAN

Deputy Chief of Police (Ret.) — Pensacola Police Department

[redacted] kcxman5@gmail.com • linkedin.com/in/kevin-christman-fl

WHO I AM

Twenty-seven years with the Pensacola Police Department, the last six of them as Deputy Chief and, for a stretch, Interim Chief. I retired in January 2026 having helped lead a 200-plus person, Florida-accredited department through a terrorist attack, a mass-casualty response, multiple hurricanes, COVID-19, civil unrest, and a citywide cyberattack — more than one of those at the same time, more than once. I advised the Mayor, City Administrator, and City Council, planned security alongside the U.S. Secret Service and FDLE for presidential and gubernatorial visits, and spent years building relationships with military, state, and federal partners before I ever needed them — because the middle of a crisis is the wrong time to be exchanging business cards. I came up through Patrol, Undercover Narcotics, Major Crimes, SWAT, and patrol supervision, so I never lost the habit of asking the people doing the work what they actually need. My reputation was never built on rank. It was built on being the person people called when they needed an honest assessment, a steady hand, and a plan that would actually hold up.

PROFESSIONAL EXPERIENCE

PENSACOLA POLICE DEPARTMENT

Pensacola, FL • April 1999 – January 2026

Deputy Chief of Police *June 2021 – January 2026*

Interim Chief of Police *December 2020 – June 2021*

Deputy Chief of Police *March 2020 – December 2020*

Across these roles I helped lead a Florida state-accredited department of 200+ employees with an annual operating budget of roughly $29 million, advising the Mayor, City Administrator, and City Council while working directly with military commanders, federal agencies, prosecutors, emergency managers, business leaders, neighborhood organizations, and the media.

CRISIS & INCIDENT COMMAND

- Incident Commander for the December 2019 NAS Pensacola terrorist attack — a mass-casualty shooting requiring real-time coordination across Pensacola PD, NCIS, the FBI, and NAS Pensacola security forces.
- Led the department's response to the 2020 civil unrest following the murder of George Floyd, including the protest at Pensacola's Confederate soldier monument.
- Managed the department's COVID-19 response — built a modified staffing plan for non-essential personnel, aligned with federal and state public health guidance, to keep critical functions running safely.
- Incident Commander for presidential and gubernatorial visits to Pensacola, planning security directly with the U.S. Secret Service, the Presidential Protection Detail, and the Florida Department of Law Enforcement.
- Planned for and managed the department's response to multiple hurricanes, and led recovery from a citywide cyberattack that took down core technology systems — kept dispatch, patrol operations, and records running while we rebuilt.

EXECUTIVE GOVERNANCE, POLICY & PARTNERSHIPS

- Advised the Mayor, City Administrator, and City Council on public safety strategy and on decisions where there was no good option, only a least-bad one.
- Directed Pensacola PD's inclusion in the Escambia County Real-Time Crime Center and other regional joint investigative task forces.
- Wrote, reviewed, and approved the department's General Orders and Rules & Regulations, keeping the department in line with Commission for Florida Law Enforcement Accreditation standards.
- Helped drive a 23% reduction in violent crime through targeted enforcement strategy, internal accountability, and regional partnerships.

- Represented the department publicly during the incidents where trust mattered as much as operational success — the ones where every statement affected how the city saw its police department.

PEOPLE, BUDGET & OPERATIONS

- Owned command, budgeting, and day-to-day operations for 200+ personnel and an annual operating budget of approximately $29 million.
- Modernized recruitment practices to widen the talent pipeline and build a workforce that better reflected the community it served.
- Built and rolled out training on active-shooter response, mental health crisis intervention, and de-escalation.
- Ran regular one-on-one coaching with staff and expected leaders under me to bring solutions, not just problems — the same standard I held myself to.

COMMUNITY & PUBLIC TRUST

- Made community engagement a standing priority, not a talking point — regular time with neighborhood associations, faith groups, and community centers to listen, not just explain decisions after the fact.
- Built long-term relationships across local, state, federal, military, nonprofit, and private-sector partners before a crisis ever made them necessary.

Police Captain — Criminal Investigations Division *July 2019 – March 2020*

Police Captain — Uniform Patrol Division *May 2017 – July 2019*

Police Lieutenant — Uniform Patrol Division *August 2015 – May 2017*

Police Sergeant — Criminal Investigations Division *August 2013 – August 2015*

Police Sergeant — Uniform Patrol Division *February 2012 – August 2013*

Police Officer *April 1999 – February 2012*
Twelve years in Patrol, Major Crimes investigations, K9, SWAT, and Undercover Narcotics before my first promotion, then command roles across both Patrol and Criminal Investigations. Every rank I held, I earned by working the job first — that's where the habits in this résumé actually came from.

SPECIAL ASSIGNMENTS

- SWAT Commander — operations and command
- Major Crimes Detective
- Undercover Narcotics
- Field Training and Evaluation Program Commander
- K9 Handler

COMMUNITY & PROFESSIONAL LEADERSHIP

- Board Member — FavorHouse
- Board Member — Community Drug & Alcohol Commission
- Leadership Pensacola, 2024
- Northwest Florida Military Affairs Commission
- Florida Police Chiefs Association
- International Association of Chiefs of Police
- Florida SWAT Association
- National Tactical Officers Association
- Community Volunteer — Manna Food Pantries, Rally Foundation

EDUCATION

Bachelor of Science, Criminal Justice Administration — Columbia Southern University, May 2015

EXECUTIVE DEVELOPMENT

- Florida Leadership Academy
- Executive Leadership — Florida Police Chiefs Association
- Executive Leadership — International Association of Chiefs of Police
- Leadership Pensacola
- National Incident Management System (ICS/NIMS)

HONORS & AWARDS

- Key to the City of Pensacola — first law enforcement officer to receive the honor
- Officer of the Year
- Two Life Saving Awards
- Meritorious Service Award
- Specialized Unit Commander Award

CORE EXPERTISE

Executive Leadership • Crisis & Incident Command • State & Local Government Relations • Strategic Communications & Media Relations • Cross-Sector Partnerships (Military, Federal, State, Local) • Public Trust & Community Engagement • Emergency Management • Budget & Personnel Leadership (200+ FTE, $29M) • Policy Development & Regulatory Compliance • High-Consequence Decision-Making

File #: 26-782 Agenda Conference 8/10/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AWARD OF OMNIA CONTRACT NO. 3341 — PENSACOLA SPRING STREET LIBRARY BOILER CONTROLS REPLACEMENT

RECOMMENDATION:

That City Council award a contract to replace boiler controls at Pensacola Library to Trane U.S. Inc., from OMNIA Contract No. 3341 in the amount of $46,870.00 plus a 10% contingency of $4,687.00 for a total of $51,557.00. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the contracting documents and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance the City of Pensacola Strategic Plan Goal #6: Public Spaces that Connect Communities.

This item seeks City Council approval to award the Omnia contract # 3341 for the replacement and upgrade of the boiler control systems at the Pensacola Library located at 239 North Spring Street. The existing controls require modernization to improve the reliability, monitoring, and operation of the Library's heating and cooling system.

The proposed scope includes a system hardware upgrade, boiler plant controls, a controller, licensing, field sensors, pump relays, control wiring, system programming, start-up, engineered controls submittal, as-built drawings, and a first year parts and labor warranty. The upgrade will allow for improved system monitoring, more efficient troubleshooting, and better long-term control of the library's HVAC operations. The proposal and pricing details are attached to this item.

PRIOR ACTION:

June 16, 2022 - City Council approved an amendment to the Interlocal Agreement between

Escambuia County and the City of Pensacola which provided for the City to collect 10% of the MSTU levied within the City Limits, effective January 1, 2023.

FUNDING:

Budget:	$51,557.00	Interlocal Agreement with Escambia County for Library Facilities
Actual:	$46,870.00	Base price
	$4,687.00	10% contingency
	$51,557.00	TOTAL

FINANCIAL IMPACT:

Funding for this project derives from the City's 10% portion of the MSTU collected for Library Services to be used for capital improvement and major upgrades to current library facilities located within the jurisdictional boundaries of the City of Pensacola. Those funds are appropriated each year within the approved fiscal year budget.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: No

STAFF CONTACT:

David Stafford, City Administrator
Clifford Collins Jr., Associate City Administrator
Russell Sweatt, Facilities and Fleet Director
Vijay Godishela, Construction Project Manager

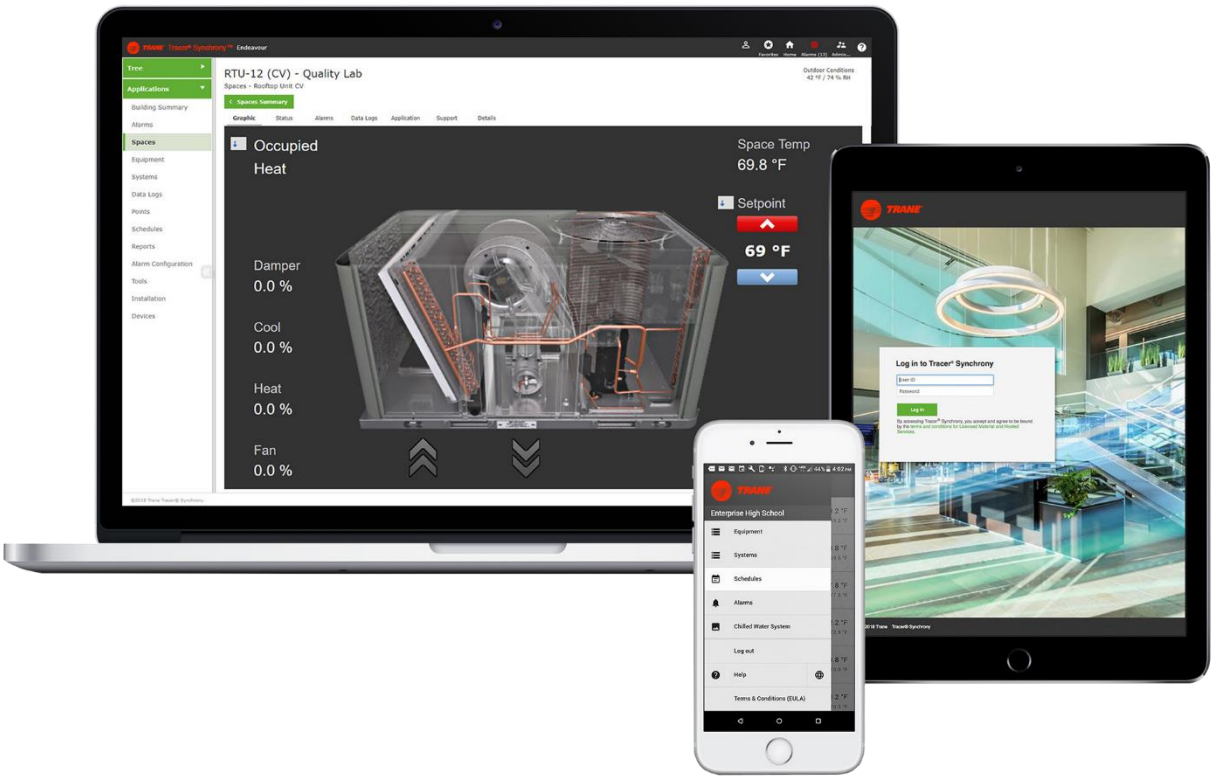
ATTACHMENTS:

1. Trane Proposal Pricing and Scope of Work

PRESENTATION: No

Trane Controls Proposal

Controls Proposal For: City Of Pensacola PARKS & REC DEPARTMENT PO BOX 1291 Pensacola, FL 32521-3252 **Local Trane Office:** Trane U.S. Inc. 580 East Burgess Road, Suite A-2 Pensacola, FL 32504 **Date:** June 19, 2026	**Local Trane Representative:** Jaclyn Weis Office Phone: (850) 473-3850 **Proposal ID:** 8688377 **COOP Quote Number:** J9-hodAAC-26-002 **COOP or Federal Contract ID:** OMNIA Racine #3341



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Prepared For:
City Of Pensacola

Date:
June 19, 2026

Job Name:
Downtown Library Boiler Controls

Proposal ID:
8688377

Delivery Terms:
Freight Allowed and Prepaid – F.O.B. Factory

Payment Terms:
Net 30

State Contractor License Number:

Proposal Expiration Date:
30 Days

Scope of Work

"Scope of Work" and notations within are based on the following negotiated scope of work with City Of Pensacola and Escambia County.

Controls Systems and Equipment

- SC+ System Hardware upgrade
- Boiler/Chiller Plant Controls

Tag Data - **SYMBIO 500 (Qty: 1)**

Item	Tag(s)	Qty	Description	Model Number
A1	SYM500-1	1	Symbio 500 Controller (SYM500)	

Product Data - SYMBIO 500

- Item: A1 Qty: 1 Tag(s): SYM500-1
- Standard Shipping Cycle
- 1 Symbio 500 Field Programmable Controller
- 1 X13651563010 - XM32 Module (4 Relay)

Tag Data - Tracer SC+ (TRACERSC) (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
B1	TRACERSC-1	1	Tracer SC+ (TRACERSC)	

- **Product Data** - Tracer SC+ (TRACERSC)
- Item: B1 Qty: 1 Tag(s): TRACERSC-1
- STANDARD SHIP CYCLE = PRODUCTION SHIPPING CYCLE
- 1 X13651695001 - Tracer SC+ Hardware
- 1 X1365152401 - BACnet Term (2 Pack)
- 1 BMCF000AAA0EC00 - 5 Year SMP

Tag Data - Tracer Ensemble (TRACERES) (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
B1	TRACERES-1	1	Tracer Ensemble (TRACERES)	

- **Product Data** - Tracer Ensemble (TRACERES)
- Item: B1 Qty: 1 Tag(s): TRACERES-1
- STANDARD SHIP CYCLE = PRODUCTION SHIPPING CYCLE
- 1 X40250125010 - Add License

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End Devices Included:

- CHW Supply Temp Sensor
- CHW Outlet Temp Sensor
- CHW Bypass Temp Sensor
- CHW Differential Pressure Sensor
- Boiler Outlet Temp sensor
- HW Supply Flow Sensor
- Relay for HW Pump
- Relay for CHW Pump

Control System Services Included

- Project Management
- Engineered Controls Submittals and As-Built Drawings
- Installation of field DDC Panel(s), Device(s), and low voltage Control Wiring per NFPA, NEC, and/or local Installation of new Bacnet wiring from Main Bldg to Chiller/Boiler Yard in existing conduit.
- Installation of upgrades SC+ System Controller
- Add License and install Building in Tracer Ensemble for Escambia County.
- Building Code requirements
- System Programming and Start-up
- 1st Year Parts and Labor Warranty
- **ALLOWANCE: The allowance is to replace VAV box valve actuators, damper actuators, and temperature sensors found during construction. We will document the faulty items found and review with the County/City prior to replacing these devices.**

Services Not Included

- LEED, or 3rd Party Commissioning, or Test and Balance assistance/support or HVAC equipment startup.
- Trenching/backfilling, roof penetrations/sealant, underground conduit provisions, cutting, patching, painting, access doors, or demolition of any kind.
- Repair or replacement of any equipment being controlled.
- Ethernet drop and IP address.
- Any temporary controls.

Control System Devices Provided by Trane, Installed by Others

- Any Control Valves, Dampers, Air or Water Wells/Taps provided by Trane are to be installed by others.

Control System Clarifications and/or Exclusions

- Equipment order release and services rendered are dependent upon receipt of PO/Subcontract and credit approval.
- The owner shall maintain a safe working environment for Trane employees and/or subcontractors.
- Existing control power circuits/wiring and/or sensor wiring that meet code and control requirements may be reused.
- Allowances for Liquidated or Consequential Damages of any kind are not included (per Trane Terms and Conditions).
- Permits, Bonds, Fees, Demurrage or Storage Charges are not included.

Provided and/or Installed by Others

- Line Voltage power circuit(s)/junction(s) for DDC/Control Panel(s) and/or Device(s) are provided by others.
- Provision/Installation/Commissioning of any Fire Alarm Systems, Fireman's Override Panel(s), Smoke Control System (and/or Smoke Detectors), Fire/Smoke or Smoke Damper/Actuators, Fire Dampers, Lighting Control Panels, Refrigerant Detection Systems, Security and Access Systems, Heat Trace, Water/Gas/Utility Metering, or any control scope of work which is not listed above, is not included/provided.

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- Provision/Installation/Commissioning of any standalone Automatic Temperature Control (ATC) thermostat type control, hardwired interlock control, repair/replacement of existing control/pneumatic system devices/panels, Thermostat Guards/Covers, or any control scope of work which is not listed above, is not included/provided.
- Provision/Installation/Commissioning of any motor starters and/or variable frequency drives are not included.
- Site ethernet connectivity shall be provided by the owner to ensure all necessary network conditions and requirements to ensure integrity of the customer's network and security. This connection process is provided to ensure proper integration with the customer's network infrastructure. Trane will require an IP address from the customer's IT department for each Trane Facility Infrastructure network device installed on the customer's network. Trane will provide the customer with a Mac address for each network device needed.
- To ensure proactive service and facility issue resolutions, Trane requests VPN access to the facility infrastructure systems specifically associated with the systems being monitored and/or controlled by Trane's automation/monitoring system to provide support from our local and/or national Trane Intelligent Services staff.

License Types

Standalone License: The Material may be installed and used on a single computer that can be directly accessed by only one User at a time, and that is not accessible to users on other computers. Rover™ service tool, Tracer™ TU service tool, BACnet Setup Tool, KestrelView™ service software, and other service tools are sold with a Standalone License unless otherwise specified in the terms and conditions of the sale. The Standalone License has a Service License Term.

Global License: The Material may be installed on a server and accessed and used at any User controlled location on any computers, smartphones or tablet computers or other devices operated by the User's employees and, if for a building automation system control product, computers, smartphones or tablet computers or other devices operated in connection with the User's business operation by duly authorized agents and duly authorized contractors of the User that purchased the license. Tracer™ building management controller system products accessed via a web-browser or mobile application (including Tracer™ SC+ system controller, Tracer™ building management controller, Tracer™ Synchrony system controller, Tracer™ Ensemble building management system and Tracer™ Concierge building control system) and connectivity software are granted a Global License unless otherwise specified in the terms and conditions of the sale. The Global License has a Control License Term.

Limited Enterprise License: A single license to install and use the Material at any User location on any User device or supported interface device based on the number of Limited Enterprise Seats that have been purchased. The Limited Enterprise License has a Support License Term.

Enterprise License: Requires the purchase of Enterprise Concurrent Seats and a TRACE® 3D Plus license server installed on the User's network. If an Enterprise License has been purchased for any of The Material, The Material may be installed and used at any company location on any company computer or supported interface device. Use of the software Material for any and all computer(s) and/or device(s) on which the software is installed is limited to the quantity of purchased Enterprise Concurrent Seats. The Enterprise License has a Support License Term.

Hosted Services Subscription: A grant to Customer of a nonexclusive, non-assignable, royalty free, worldwide limited right to access and use the Hosted Services for Customer's internal business operations subject to the terms and conditions of the Licensed Material and Hosted Services Terms of Agreement.

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Pricing and Acceptance

City Of Pensacola
PARKS & REC DEPARTMENT PO BOX 1291
Pensacola, FL 32521-3252

Price

Base Project ..... $32,870.00 USD

VAV Allowance ..... $14,000.00 USD

TOTAL PRICE ..... $ 46,870.00 USD

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

Financial items not included

- Applicable sales tax or use tax is excluded
- Permits
- Bid Bond
- Payment and Performance Bond
- Liquidated Damages
- Demurrage or Storage Charges
- Participation in OCIP or CCIP Insurance Programs

Respectfully submitted,

Jaclyn Weis
Trane U.S. Inc.
Office Phone: (850) 473-3850

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ACCEPTANCE

This proposal is subject to Customer's acceptance of the attached Trane Terms and Conditions (Commercial Turnkey Installation).

We value the confidence you have placed in Trane and look forward to working with you.

Submitted By: Jaclyn Weis	Cell: Office: (850) 473-3850 Proposal Date: June 19, 2026
CUSTOMER ACCEPTANCE City Of Pensacola	**TRANE ACCEPTANCE** Trane U.S. Inc.
Authorized Representative	Authorized Representative
Printed Name	Printed Name
Title	Title
Purchase Order Acceptance Date:	Signature Date License Number:

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TERMS AND CONDITIONS – COMMERCIAL TURNKEY INSTALLATION – Trane Equipment and Related Work
"Trane" or "Company" shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.
1. Acceptance; Agreement. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions, and the final Proposal price ("Proposal Price"). If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.
2. Connected Services and Company Provided Telematics Connectivity. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at https://www.trane.com/TraneConnectedServicesTerms, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms. Certain Equipment may include, or be installed together with, Company provided Telematics Devices that provide remote connectivity and the Connected Services Terms set forth the terms and conditions applicable to the Telematics Devices and connectivity, including opt-out provisions. If Customer provides or transfers the Equipment to another party, Customer shall ensure that such party is informed in writing of the presence of any Telematics Devices and the applicability of the Connected Services Terms.
3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.
4. Pricing and Taxes.
a. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax-exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.
b. **Allocation to Trane of Tax Deduction under Section 179D of the Internal Revenue Code**. For calendar tax year(s) in which (a) the provisions of Section 179D of the Internal Revenue Code are in effect and (b) the qualifying property installed as a part of the Services has been placed in service pursuant to Section 179D, Customer agrees to allocate the tax deduction available under Section 179D solely to Trane pursuant to Section 179D(d)(4) and, upon a written request from Trane, shall provide the written form of allocation to the Customer that is required by the Internal Revenue Service.
5. Exclusions from Work. Company's obligation is limited to the Work as written and defined under the scope of Work and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company in accordance with the Change of Work process defined hereunder.
6. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.
7. Payment. For Work requiring a longer construction schedule and progress payments, Customer shall pay Company or cause Company to be paid for the Services as follows: (a) **Initial Payment:** Upon execution hereof, the amount set for in the Proposal (for engineering, drafting and other mobilization costs incurred prior to on-site installation) shall be due.; and (b) **Progress and Final Payments:** Company will invoice in accordance with the Proposal for all materials and equipment delivered to the job site (or, as applicable, to an off-site storage facility) and for all installation, labor and services performed during the billing period; Customer shall pay all amounts due upon receipt of the invoice and any invoice not paid within ten (10) calendar days of its date shall be past due. All amounts outstanding ten (10) calendar days beyond the due date shall bear interest payable to Trane at the maximum allowable legal rate, retroactive to the due date. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due from Customer. For all other Work, Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point, and shall not assign or transfer any interest in the equipment until all payments due Company have been made.
8. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representatives for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.
9. Equipment Location & Access. Customer shall provide, without charge, a mutually satisfactory location or locations for the installation and operation of the equipment and the performance of the installation work, including sufficient areas for staging, mobilization, and storage. Customer shall provide access to the Premises for Trane and its contractors or subcontractors during regular business hours, or such other hours as may be requested by Trane and acceptable to Customer, to install, adjust, inspect, and correct the installation work. Trane's access to correct any emergency condition shall not be restricted by Customer. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.
10. Completion. When Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.

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a. Substantial Completion. When Trane considers that the Services, or a portion thereof, are substantially complete, Trane will submit to Customer a proposed "punch list" listing items of the Services to be completed prior to final completion. Customer and Trane shall inspect the Work (or portion thereof) to determine if the same is substantially complete. (Substantial Completion is defined as the stage in the progress of the Services (or designated portion thereof) when the Work is sufficiently complete so that Customer can occupy or utilize the Services for its intended use.) Customer and Trane shall add to the punch list any item of work that has not been completed. When the Services (or designated portion thereof) are substantially complete, Customer and Trane shall execute a Certificate of Substantial Completion, setting forth the date of Substantial Completion and shall state the date by which Trane shall complete the items included on the punch list.

b. Final Completion. Upon Customer's receipt of written notice from Trane that the installation work included in the Work is ready for final inspection and acceptance, Customer and Trane shall inspect the installation services and determine whether the same has been performed in accordance with the Proposal. If Customer considers the installation work to have been performed in accordance with the Proposal, Customer shall issue a Certificate of Final Completion and Acceptance, to be executed by an authorized representative of Customer. In the event Trane presents a Certificate of Final Completion and Acceptance to Customer for execution and, within fourteen (14) calendar days from the date noted in the Certificate as the date of such presentation, Customer fails to deliver an executed original of the Certificate to Trane and does not provide to Trane written objections to issuance of the Certificate, providing specific facts as to why the Services have not been finally completed, the Date of Final Completion shall be the date noted in the Certificate as the date the Certificate was submitted to Customer.

11. Changes in Work

a. Customer, by written change order, may request that Trane perform services in addition to the Work ("Change Order"). Trane shall be obligated to perform such additional services only pursuant to a Change Order agreed to and executed by Customer and Trane. The Change Order shall reflect the parties' agreement with respect to the scope of the additional services, the amount of any adjustment in the Proposal Price, and the extent of any adjustment in the contract time.

b. If a Change Order provides for an adjustment to the Proposal Price, such adjustment shall be based on one of the following methods:

(1) A lump sum agreed to by Customer and Trane;
(2) Unit prices set forth in this Agreement or subsequently agreed to; or
(3) Cost of the work ordered plus a fee agreed to by the parties.

c. The following types of costs, which listing is not all-inclusive, shall be included in the determination of the cost of the additional work:

(1) costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or industry practice or custom, and workers' compensation insurance;
(2) costs of materials, supplies and equipment, including transportation thereof, whether the same is incorporated or consumed in the additional work;
(3) the costs of renting machinery and equipment, except hand tools;
(4) premium costs for all bonds and insurance, permit or other governmental approval or inspection fees, and sales, use or comparable taxes relating to the additional work; and
(5) additional costs of supervision and field office personnel directly attributable to the additional work.

12. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotiations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses, and inspections are not included in the Proposal, Company will invoice Customer for such costs.

13. Utilities During Construction. Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

14. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost of, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Proposal Price, contract time, or both.

15. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/mould and/or fungi. Company also is not liable for any claims, damages, losses, or expenses arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.

16. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal, or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, injury (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

17. Force Majeure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

18. Customer's Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead)

19. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses, or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

20. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, LIQUIDATED, INCIDENTAL, INDIRECT CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, INCLUDING CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in

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connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

21. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services, and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

22. Patent Indemnity. Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

23. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. **Product manufactured by Company that includes required startup and is sold in North America will not be warranted by Company unless Company performs the product start-up**. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Company; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material, and/or parts that are not manufactured by Company ("Third-Party Product(s)" are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLDGES AND AGREES THERETO.**

24. Insurance.

a. Company agrees to maintain the following insurance while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	$2,000,000 per occurrence
Automobile Liability	$2,000,000 CSL
Workers' Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

b. Customer's Liability and Property Insurance. (a) Customer shall be responsible for purchasing and maintaining Commercial General Liability Insurance of the type and amount Customer deems necessary and appropriate. (b) Customer shall purchase and maintain until Final Payment property insurance for the installation work in progress at least in an amount equal to the Proposal Price, as the same may be adjusted from time to time, for the installation work (including the equipment) on a replacement cost basis with a deductible of no more than $5,000 from an insurer reasonably acceptable to Trane. Such property insurance shall include the interests of Customer, Trane, and its subcontractors (at whatever tier) as additional insureds as their interests may appear. The property insurance purchased by Customer shall be on an all-risk policy form. The property insurance shall cover portions of the installation work stored off site after written approval of Customer at the value established in the approval. Customer, for itself and its insurance carriers, hereby waives all rights of subrogation against Trane and any of its subcontractors, agents, employees, and officers with respect to property insurance and any other insurance coverages maintained by Customer. (c) A loss insured under Customer's property insurance shall be adjusted by Customer's Insurer as a fiduciary and made payable to Customer as a fiduciary for the insureds, as their respective interests may appear, subject to requirements of any applicable mortgagee clause. Trane shall pay its subcontractors their just shares of insurance proceeds received by Customer and remitted to Trane, and, by appropriate agreements, written where legally required for validity, shall require said subcontractors to make payments to their subcontractors in a similar manner. In its fiduciary role, Customer shall have the power to negotiate and settle a loss with insurers; provided, however, that at least ten (10) days prior to agreeing to the proposed settlement, Customer shall advise the parties in interest in writing of the terms of the same and the parties in interest shall have seven (7) days thereafter to object in writing to the proposed adjustment or settlement; if such objection is made, Customer shall not enter into or agree to the proposed adjustment. (d) Certificates of insurance acceptable to the Customer and to Trane shall be provided by each party to the other prior to commencement of performance of any Services. Such certificates shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the other party. If any of the insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment.

25. Commencement of Statutory Limitation Period. Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

26. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Work is performed. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments, or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified, or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title, or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

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27. Federal Requirements. The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

28. Export Laws. The obligation of Company to supply Equipment and/or Services under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules, and regulations. Customer understands that Company and/or the Equipment and/or Services are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment and/or Services to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer. Furthermore, the Customer acknowledges that the Company's Equipment are subject to export control and sanction laws and regulations, including but not limited to the U.S. Export Administration Regulations (EAR) (15 CFR 730-774) and the Foreign Asset Control Regulations (31 CFR 500) ("laws and regulations"). The Customer agrees to comply with all such laws and regulations. The Customer will not use or divert the Equipment for any prohibited end-uses, such as the proliferation of weapons of mass destruction. The Customer also agrees not to re-export or transfer the Equipment in violation of export control laws.

29. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct, and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility, or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

30. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

31. Building Automation Systems and Network Security. Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all Inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.
7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10 (0326)
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SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:
   "Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.
   "Equipment" shall have the meaning set forth in the Agreement.
   "HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.
   "Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.
   "Services" shall have the meaning set forth in the Agreement.

2. HVAC Machine Data; Access to Customer Extranet and Third-Party Systems. If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
   a. Accounts. Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
   b. Systems. Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
   c. Restrictions. Unless otherwise approved by Customer in writing, Trane will not download, mirror, or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices, or servers.
   d. Account Termination. Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
   e. Third-Party Systems. Trane will provide Customer prior notice before it uses any third-party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third-party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.

3. Customer Data; Confidentiality. Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "***Laws***").

5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("***Information Security Program***"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification, or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.

6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.

7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.

8. Information Security Contact. Trane's information security contact is Local Sales Office.

9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems, and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.

10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.

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11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.

12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.

13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.

14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e., fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following:
    (i) Data backups; and
    (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.

15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession, custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.

17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

March 2026
Supersedes November 2023v2

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File #: 26-715 Agenda Conference 8/10/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AIRPORT: CONSENT OF TRANSFER OF OHM CONCESSION GROUP, LLC

RECOMMENDATION:

That City Council approve the transfer of the OHM Concession Group, LLC to OTG Concessions Management, LLC. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer the transfer, consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

On March 21, 2014, the City entered into a concession agreement with OHM Concession Group, LLC ("OHM") to provide food and beverage services at Pensacola International Airport (the "Agreement"). Currently, OHM operates two food and beverage locations pre-security and four food and beverage locations post-security. The Agreement requires OHM to pay a Minimum Annual Guarantee (MAG) equal to 85% of the previous year's sales, or a percentage of gross sales (whichever is greater). The original term of the Agreement, inclusive of all optional renewal periods, was scheduled to expire on April 26, 2027. However, on October 14, 2020, the City approved Amendment No. 1, extending the contract term through April 1, 2035. In exchange for this extension, OHM (i) surrendered its exclusive rights to sell bottled water and nonalcoholic beverages, allowing news and gift concessionaires at the Airport to also sell these items, (ii) agreed to increases in the Airport's percentage of gross sales beginning April 27, 2027, and (iii) committed to a refurbishment of their leasehold premise in 2030.

OHM now requests City consent to transfer ownership to OTG Concessions Management, LLC ("OTG"). Under Section 5 of the Agreement, transfers require prior written City consent, which is provided in the attached Consent of Transfer. This action does not otherwise impact the concessionaire’s ability to provide the required services, does not modify any material terms or conditions of the Agreement, and is otherwise allowable under the terms of the

Agreement.

PRIOR ACTION:

March 21, 2014 - City entered into a concession agreement with OHM Concession Group, LLC to provide food and beverage services at Pensacola International Airport.

October 14, 2020 - City entered into Amendment No. 1 to the concession agreement, which removed OHM's exclusive right to sell bottled water and nonalcoholic beverages in exchange for an extension of term till April 1, 2035.

FUNDING:

N/A

FINANCIAL IMPACT:

None.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

7/23/2026

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Matthew F. Coughlin, Airport Executive Director

ATTACHMENTS:

1. City's Consent of Transfer

PRESENTATION: No

_____ , 2026

City of Pensacola
Pensacola International Airport
Attn: Matthew F. Coughlin, Airport Executive Director

Re: Consent and Waiver

Dear Mr. Coughlin:

Reference is made to that certain Airport Concession Agreement for the Food and Beverage Concessions at Pensacola International Airport, dated March 21, 2014, as amended by Amendment Number 1 dated October 14, 2020 (collectively, the "**Concession Agreement**"), between the City of Pensacola, a municipal corporation of the State of Florida (the "**City**"), and OHM Concession Group LLC, a Missouri limited liability company ("**Concessionaire**"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Concession Agreement.

The owner of Concessionaire ("**Owner**") has entered into a securities purchase agreement, pursuant to which, among other things, Owner shall sell a controlling ownership interests in Concessionaire to OTG Concessions Management, LLC or a wholly owned direct or indirect subsidiary thereof ("**OTG**") in a transaction intended to preserve the continuity of operations, concession performance standards, employment opportunities and economic participation structure originally contemplated at the time of the award of the Concession Agreement (such sale, the "**OHM-OTG Sale**"). The Concession Agreement contains a provision that prohibits the assignment or transfer of the Concession Agreement by the Concessionaire without the City's consent, and that further defines an assignment or transfer to include a change in the ownership and control of Concessionaire that would occur as a result of the OHM-OTG Sale.

By signing below, the City hereby consents to the assignment or transfer of Owner's controlling ownership interests in Concessionaire to OTG and waives any rights to terminate, suspend or modify the Concession Agreement in connection with the OHM-OTG Sale effective on and as of the date that the OHM-OTG Sale is consummated (the "**Effective Date**"), and (ii) waives its right to receive any amounts on account of Excess Rent pursuant to Section 5.5 of the Concession Agreement as a result of the OHM-OTG Sale, which amount the parties have acknowledged would not exceed $0.00.

Other than as set forth herein, this consent and waiver will not amend or modify any of the terms and conditions of the Concession Agreement. The effectiveness of this letter is contingent upon the consummation of the OHM-OTG Sale and Concessionaire shall provide notice thereof to the City promptly following such consummation. For the avoidance of doubt, this consent does not waive, and City expressly reserves, City's rights under the Concession Agreement with respect to any future Transfer other than the OHM-OTG Sale.

Each of the parties represents and warrants as follows: (i) the Concession Agreement is in full force and effect and, as of the date first written above, there is no default or event which, with or without the giving of notice or passage of time or both, would become a default by either of the parties under the Concession Agreement or give rise to the right in favor of either of the parties to terminate or materially modify the terms of the Concession Agreement, other than the occurrence of water and/or grease intrusion within the Premises and damage to City property for which Concessionaire is responsible; (ii) except as noted in clause (i) above, no notice regarding any of the foregoing has been delivered or received by either of the parties; (iii) the consummation of the OHM-OTG Sale will not, in and of itself, constitute a default or event which, with or without the giving of notice or passage of time or both, would become a default by the Concessionaire under the Concession Agreement or give rise to the right in favor of the City to terminate or materially modify the terms of the Concession Agreement; and (iv) given that Concessionaire is not and will not be qualified to be certified as an ACDBE, the failure of Concessionaire to achieve any part of the aspirational ACDBE goal of 30% described in Section 19.31 of the Concession Agreement is not and will not at any time constitute an Event of Default under the Concession Agreement.

Execution of this letter by electronic or digital signature means shall be effective as delivery of an original.

[*Signature Page Follows*]

Please indicate your consent to the above by signing this letter and returning an electronic copy to milan@ohmgroup.com. If you have any questions regarding this information in this letter, please do not hesitate to contact me at milan@ohmgroup.com or (314) 280-5034. We greatly appreciate your partnership and cooperation in this matter.

Very truly yours,

OHM CONCESSION GROUP LLC

By:_____
Name: Milan Patel
Title: Chief Executive Officer

Acknowledged and accepted:

Attest:

_____
Ericka L. Burnett, City Clerk

[AFFIX CITY SEAL]

CITY OF PENSACOLA,
a Florida municipal corporation

By: _____
D.C. Reeves, Mayor

Approved as to Content:

_____
Matthew F. Coughlin
Airport Executive Director

Approved as to Form:

_____
JOHN DANIEL LAW P.A.,
a Florida professional association,
Airport Attorney

File #: 26-681 Agenda Conference 8/10/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AWARD OF BID NO. 26-040 - 17TH AVENUE SIDEWALK IMPROVEMENTS

RECOMMENDATION:

That City Council award Bid #26-040, 17th Avenue Sidewalk Improvements to Chavers Construction, Inc. of Cantonment, the lowest and most responsible bidder with a base bid of $123,897.00 plus a 10% contingency of $12,389.70 for a total of $136,286.70. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the bid, contracting documents, and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Goal #5: More Walkable, Mixed-Use Districts.

The purpose of this project is to provide continued ADA-compliant sidewalk connectivity and improved walkability throughout the City. The 17th Avenue Sidewalk Improvements Project aims to connect existing sidewalk segments on both the north and south right of way of North 17th Avenue, from Brainerd Street to Blount Street. Included is the placement of 1,050 feet of four-foot wide sidewalk, new or replaced ADA curb ramps, crosswalk striping, replacement of conflicting driveway aprons, adjustment of several utility valves and meters, and sod to cover exposed soils. This project improves access for all mobilities and is safer for pedestrians.

PRIOR ACTION:

None

FUNDING:

Budget: $157,716.20 LOST IV - Sidewalk Improvements

Actual:	$123,897.00	Base Bid
	$ 12,389.70	10% Contingency
	$8,920.58	Engineering Inspections/Project Management
	$991.18	Geotechnical/Miscellaneous Testing
	$146,198.46	TOTAL

FINANCIAL IMPACT:

At present, there is $157,716.20 in the LOSTIV - Sidewalk Improvements project account. Any unencumbered funds not used on this project will be returned to the LOSTIV-Sidewalk Improvements account upon project completion.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

STAFF CONTACT:

David Stafford, City Administrator
Cliff Collins, Jr., Associate City Administrator
Amy Tootle, PE - Director of Public Works & Engineering

ATTACHMENTS:

1. Bid Tabulation
2. Project Map

PRESENTATION: No

TABULATION OF BIDS

ITB No: 26-040

TITLE: 17th Avenue Sidewalk Improvements

Submittals Due: **06/23/2026, 2:30 PM** Department: **Engineering**	CHAVERS CONSTRUCTION, INC. Cantonment, FL	SITE & UTILITY, LLC Pensacola, FL	PANHANDLE GRADING & PAVING Pensacola, FL	C. W. ROBERTS CONTRACTING, INC. Pensacola, FL	GULF COAST CIVIL SERVICES, LLC Destin, FL	ECOGARDENS LANDSCAPING, INC. Gulf Breeze, FL	BIGGS CONSTRUCTION CO., INC.	JACKSON BROS. CONSTRUCTION SERVICES, LLC Sumrall, MS
Base Bid	$123,897.00	$139,016.00	$145,993.69	$207,420.65	$216,980.00	$232,918.12	$256,801.71	*non-responsive*
VBE / SBE Participation							SBE	

17th Avenue Sidewalks Improvement Project
Legend
17th Avenue Sidewalks Project
E Mallory St
N 18th Ave
E Moreno St
E Blount St
E Lloyd St
E Lee St
E Brainerd St
E Gonzalez St
E De Soto St
N 17th Ave
Toledo Square
Oporto Square
Gulf Coast Grooves
N 16th Ave
Muff Luv Dog Treatery
Advanced Construction Services
Google Earth

File #: 26-867 Agenda Conference 8/10/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

INTERLOCAL AGREEMENT BETWEEN THE CITY OF PENSACOLA AND ESCAMBIA COUNTY, FLORIDA, REGARDING THE FUTURE OF THE PENSACOLA BAY CENTER

RECOMMENDATION:

That City Council approve the proposed Interlocal Agreement between the City of Pensacola and Escambia County, Florida, regarding the future of the Pensacola Bay Center. Further, that City Council authorize the Mayor to take those actions necessary to implement the agreement consistent with the terms of the agreement and the Mayor's executive powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #5: More Walkable, Mixed-Use Districts.

In April 2026, the Escambia County Board of County Commissioners, Pensacola City Council, and the Mayor convened a joint public workshop at the Pensacola Bay Center for the purpose of discussing the future of the Bay Center site. At that meeting, the parties expressed a desire to memorialize their shared commitment to continuing a joint effort to identify one or more conceptual visions for the future of the site.

Since that time, the identified staff liaisons, County Administrator Wes Moreno and City Administrator David Stafford, have worked collaboratively, along with their respective organization's legal counsel, to develop the agreement being proposed for Council approval.

PRIOR ACTION:

April 16, 2026 - Joint Public Workshop on the future of the Pensacola Bay Center

FUNDING:

N/A

FINANCIAL IMPACT:

There are no anticipated revenues or expenses associated with this agreement.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: No

STAFF CONTACT:

David Stafford, City Administrator
Adam Cobb, City Attorney

ATTACHMENTS:

1. Interlocal Agreement between City and County - Future of Pensacola Bay Center

PRESENTATION: No

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF PENSACOLA AND
ESCAMBIA COUNTY, FLORIDA
REGARDING THE FUTURE OF THE PENSACOLA BAY CENTER SITE

This **INTERLOCAL AGREEMENT** ("IA") is made and entered into between the CITY OF PENSACOLA, a municipal corporation created and existing under the laws of the State of Florida (hereinafter referred to as the "City"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida (hereinafter referred to as the "County"), collectively referred to as the "Parties."

WITNESSETH

WHEREAS, the Pensacola Bay Center is a longstanding public entertainment, event, meeting, and assembly venue serving residents and visitors in Escambia County and the City of Pensacola, with arena, exhibition, and meeting space that supports a wide variety of activities;

WHEREAS, the Pensacola Bay Center is situated upon property that is leased and subleased to Escambia County by and through the City of Pensacola subject to the terms and conditions as stated in that certain lease agreement dated October 26, 1982 (the "Lease");

WHEREAS, pursuant to Fla. Stat. 163.01(2), local government units are permitted to enter into interlocal agreements to enable them to "cooperate with other localities on a basis of mutual advantage…";

WHEREAS, the City and County recognize the important public and economic role of the Pensacola Bay Center and desire to work cooperatively to evaluate and advance a shared vision for the future of the Bay Center site and the adjacent City-owned parking parcel;

WHEREAS, on April 16, 2026, the Escambia County Board of County Commissioners, the Pensacola City Council, and the Mayor of the City of Pensacola convened a joint public workshop at the Pensacola Bay Center for the purpose of discussing the future of the Bay Center site;

WHEREAS, through those discussions, the Parties identified a conceptual joint effort focused on shaping the future of the Pensacola Bay Center campus in a manner that promotes long-term public benefit, community value, and project viability;

WHEREAS, the Parties desire to memorialize their shared commitment to continue working together in good faith, through designated staff liaisons, to coordinate planning, communications, and potential next steps related to this conceptual effort;

WHEREAS, the Parties further desire to communicate to the public, stakeholders, and potential investors that the City and County are aligned in pursuing a coordinated and thoughtful approach to the future of the Pensacola Bay Center site and related opportunities that support its long-term success; and

WHEREAS, the Parties acknowledge that this IA is intended to reflect present cooperation and shared direction, but that any final project approvals, procurements, funding commitments, and binding obligations remain subject to further analysis and formal approval by the respective governing bodies of the Parties.

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

SECTION 1. RECITALS; PURPOSE OF IA

1.1. Recitals. The recitals contained in the preamble of this IA are declared to be true and correct and are hereby incorporated into this IA.

1.2. Purpose. The purpose of this IA is to memorialize the Parties' shared intent to work cooperatively and in good faith toward a coordinated vision for the future of the Pensacola Bay Center site and the adjacent City-owned parking parcel. Through this IA, the Parties seek to demonstrate their mutual commitment to collaboration and deliberate planning as they evaluate opportunities to enhance the Bay Center and surrounding area for the benefit of the community.

SECTION 2. SHARED CONCEPTUAL GOALS

The Parties acknowledge that, based on recent joint discussions, they share a conceptual goal of exploring and advancing a coordinated public project that may include the following components:

a. Renovations and improvements to the Pensacola Bay Center;
b. Development of a second multipurpose or flexible event facility;
c. Identification and development of an appropriate parking solution to support such facilities; and

d. Consideration of an additional hospitality component, such as a hotel located on or near the project site, as a matter for further study, discussion, or potential solicitation-related inquiry.

Notwithstanding the foregoing, unless expressly provided in a subsequent written agreement approved by the applicable governing body or bodies, any hospitality component referenced in subsection (d) is not included within the scope of the publicly funded project contemplated by this IA.

SECTION 3. NATURE OF UNDERSTANDING

This IA is intended to reflect the Parties' present, good-faith intention to collaborate on the conceptual planning and advancement of the project described herein. This IA does not constitute a final approval of any specific project, site plan, design, budget, funding commitment, or development agreement. Reference in this IA to a hospitality component is intended solely to acknowledge a matter for possible future discussion or study and does not constitute agreement by either Party to include such component in the publicly funded project. The Parties understand that additional analysis, public engagement, due diligence, funding review, and formal action by the applicable governing bodies may be required before any binding commitments are made.

SECTION 4. COOPERATION AND COORDINATION

The Parties agree to work together in good faith to evaluate the feasibility, scope, timing, and implementation strategy for the publicly funded project components identified in this IA, while also allowing for further discussion or study of any separate hospitality component referenced in Section 2(d). Such cooperation may include, without limitation:

a. Sharing relevant information and coordinating communications;
b. Participating in joint planning discussions and staff-level meetings;
c. Evaluating project components, public infrastructure needs, and operational considerations;
d. Coordinating with advisors, consultants, and other stakeholders as appropriate; and
e. Working toward a unified and strategic approach that supports long-term public benefit.

SECTION 5. DESIGNATION OF STAFF LIAISONS

Each Party shall designate one or more staff members to serve as its primary liaison(s) for matters related to this IA and the conceptual joint effort described herein. The staff liaisons shall serve as administrative points of contact between the Parties for purposes

of facilitating communication, maintaining continuity, and helping ensure that the joint effort continues to move forward in an organized and timely manner.

The staff liaisons may coordinate scheduling, transmit information and materials between the Parties, and assist in identifying matters that may require consideration by the appropriate officials or governing bodies of the respective Parties. The designation of staff liaisons under this section is intended solely to promote efficient intergovernmental communication and administrative coordination and shall not be construed as creating a board, commission, committee, or other decision-making body, or as delegating authority to take official action on behalf of either Party.

SECTION 6. IMPROVEMENT PROCESS

Subject to Section 6 of the Lease, the City maintains the authority to approve any improvements made to the premises subject to the terms and conditions of the Lease, to include, without limitation, the existing Pensacola Bay Center. The Parties agree and acknowledge that the Lease remains controlling and the Parties do not intend for the IA to modify the terms and conditions of the Lease.

The Parties acknowledge their current intent that the County will, in consultation and cooperation with the City, take the lead in any procurement process undertaken in furtherance of the publicly funded project components addressed by this IA. Any hospitality component referenced in Section 2(d) may be addressed, if at all, through a separate study, solicitation, or agreement approved by the applicable governing body or bodies.

In connection with any such procurement process for the publicly funded project components addressed in Section 2(a) through (c) of this IA, the City shall maintain prior written approval authority pursuant to Section 6 of the Lease.

SECTION 7. FUNDING AND FINANCIAL COMMITMENTS

This IA does not create any present financial obligation on the part of either Party. Any future funding commitment, capital contribution, cost-sharing arrangement, or operational obligation shall be subject to further negotiation and approval by the governing body of the applicable Party, and, where required, memorialized in a separate written agreement.

SECTION 8. TERM AND TERMINATION

This IA shall become effective on the date of the last signature below and shall remain in effect for an initial term of one (1) year. Thereafter, this IA shall automatically renew for successive one (1) year terms; however, either Party may terminate this IA at any time, with or without cause, upon thirty (30) days' written notice to the other Party.

SECTION 9. AMENDMENT

This IA may be amended only by a written instrument executed by both Parties.

SECTION 10. NO WAIVER

The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this IA.

SECTION 11. PUBLIC RECORDS

The Parties acknowledge that this IA and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended.

SECTION 12. COUNTERPARTS

This IA may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the Parties hereto, by and through the undersigned, have entered into this IA as of the dates written below.

[Signature pages follow.]

COUNTY:

ESCAMBIA COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

By: _____
Ashlee Hofberger, Chair

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____

By: _____
Deputy Clerk

BOCC Approved: _____

(SEAL)

Approved as to form and legal sufficiency:

_____
County Attorney

CITY:

CITY OF PENSACOLA,
A FLORIDA MUNICIPAL CORPORATION

By:
_____
D.C. Reeves, Mayor

(AFFIX CITY SEAL)

Date signed: _____

Attest:

_____
Ericka L. Burnett, City Clerk

Approved as to content:

_____
Department Director

Legal in form and execution:

_____
City Attorney

File #: 26-816 Agenda Conference 8/10/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

PROPOSED AMENDMENT TO THE CITY OF PENSACOLA SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

RECOMMENDATION:

That City Council approve the proposed SHIP Local Housing Assistance Plan (LHAP) amendment to include required manufactured housing (mobile home) language per Senate Bill 594.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #1: Attainable Housing for All Income Levels.

On June 26, 2026, Governor DeSantis signed Senate Bill 594 into law (effective July 1, 2026). SB 594 requires that every Local Housing Assistance Plan (LHAP) include a strategy that addresses manufactured housing (mobile homes). The new strategy (strategy H) must address relocation assistance for owners/tenants who have been evicted due to a closure of a mobile home park, lot rent assistance to owners of manufactured housing/mobile homes not to exceed six months, and rehabilitation/emergency repairs. Additionally, SB 594 repeals the SHIP 20% cap on manufactured housing (mobile homes). While the strategy must be included in the LHAP, SB 594 does not require that the strategy be funded.

PRIOR ACTION:

April 24, 2025 - City Council adopted Resolution 2025-23 approving the SHIP Local Housing Assistance Plan.

FUNDING:

N/A

FINANCIAL IMPACT:

City Council's adoption of the amended LHAP is required for the City of Pensacola to be eligible to receive SHIP funds from the Florida Housing Finance Corporation.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

6/30/2026

STAFF CONTACT:

David Stafford, City Administator
Amy Miller, Deputy City Administrator
Betsy McDonald, Housing Director

ATTACHMENTS:

1. 2025-2028 City of Pensacola LHAP Amended

PRESENTATION: No

CITY OF PENSACOLA

PENSACOLA
FLORIDA'S FIRST & FUTURE

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2025-2026, 2026-2027, 2027-2028

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I. Program Details:

A. LG(s)

Name of Local Government	City of Pensacola
Does this LHAP contain an interlocal agreement?	No
If yes, name of other local government(s)	

B. Purpose of the program:

- To meet the housing needs of the very low, low and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2025-2026, 2026-2027, 2027-2028

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through face to face meetings with housing providers, social service providers, local lenders, and neighborhood associations. Public input was solicited through the local newspaper in an advertisement of the Local Housing Assistance Plan publishing information for citizens to access the Plan through the City of Pensacola website. In addition, a Notice of Funding Availability will be published in the local newspaper once allocations for the respective fiscal year are confirmed by State government.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. **Waiting List/Priorities:** A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications were submitted as well as any established funding priorities as described in this plan. The following priorities for

funding applies to all strategies unless otherwise stated in an individual strategy in Section II.

Not applicable

J. Discrimination: In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

K. Support Services and Counseling: Support services are available from various sources. Available support services may include, but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling, Legal Services and Transportation.

L. Purchase Price Limits: The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

M. Income Limits, Rent Limits and Affordability: The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

N. Welfare Transition Program: Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

O. Monitoring and First Right of Refusal: In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of $10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility

requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

P. Administrative Budget: A line-item budget is attached as Exhibit A. The City of Pensacola finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: *"A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."*

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: "*The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs." The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.*

Q. Program Administration: Administration of the local housing assistance plan will be performed by:

Entity	Duties	Admin. Fee Percentage
City of Pensacola	Administrative Duties	10%
Third Party Entity/Sub-recipient		

R. First-time Homebuyer Definition: For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

Project Delivery Costs: These costs include surveys, title work, appraisals, temporary relocation and storage (Substantial Rehab/Reconstruction activity only and Owner Occupied Rehabilitation activity in limited cases where it is necessary for repairs to be completed such as when the work scope may entail the property not having bathing or cooking facilities temporarily), recording fees, septic tank pump-out, septic tank permit fees, engineering fees, design plans, housing market studies (Rental Preservation/Development), environmental reviews, inspections made by non-City employees, and a service delivery fee for third party agencies administering an activity. Project delivery costs are applicable for the following activities: Demolition/Reconstruction, Owner Occupied Rehabilitation, Workforce Development, Rental

Preservation/Development, Disaster Mitigation, and Rental Assistance. Project delivery costs will be limited to no more than 5% of the project award. The Maximum activity award will include these project delivery costs.

A service delivery fee maximum of 5% may be paid to a subrecipient agency and may include application intake; initial, progress, and final inspections; preparation of work specifications and cost estimates; travel to job site; and general project oversight.

T. Essential Service Personnel Definition (ESP): For purposes of this Plan, the City of Pensacola has determined that "essential service personnel" shall include persons in need of affordable housing who meet the following requirements:

1. are permanently employed by a company or organization located within Escambia County, the City of Pensacola, or the Town of Century, all lying within Escambia County, Florida; in one of the following categories:
    a. Local or State Law Enforcement, Fire, Rescue, and Emergency Services, Public Safety and Emergency Management
    b. Teachers, Educators, and School District personnel in the public, private and university systems
    c. Health Care Professionals and support personnel
    d. Tourism Industry professionals and employees (including hospitality and food service)
    e. Judicial/Court System management and support personnel
    f. Skilled building trades personnel

U. Describe efforts to incorporate Green Building and Energy Saving products and processes: All improvements will meet Energy Conservation requirements as required by Florida Building Code for new construction or existing buildings, as applicable. The County and City shall, when economically feasible, encourage and support green building products and processes, including energy efficient features in each strategy. According to the type and extent of the repair or reconstruction and the needs of the recipient, the following green and energy products will be utilized when viable on New Construction, Demolition/Reconstruction, and Owner Occupied Rehabilitation activities:

1. Bath fixtures will carry the WaterSense label or the following specifications:
    a. Toilets: 1.6 gallons/flush or less
    b. Faucets: 1.5 gallons/minute or less
    c. Showerheads: 2.0 gallons/minute or less
2. Appliances
    a. Energy Star qualified refrigerator
    b. Energy Star qualified water heater
    c. Energy Star qualified range hood
    d. Energy Star qualified dishwasher, where applicable
3. Lighting
    a. Installation of Energy Star light fixtures and ceiling fans, and/or
    b. Installation of LED bulbs in newly installed lighting fixtures
4. Heating, Cooling, and Ventilation
    a. HVAC with minimum SEER rating of 14.

b. Energy Star qualified bath exhaust fans

5. Building Products
   a. Energy Star qualified windows
   b. Energy Star qualified doors
   c. No or Low-VOC paints (50 grams per liter or less for flat paint or 150 grams per liter or less for non-flat paint or paints carrying GreenGuard certification)

V. Describe efforts to meet the 20% Special Needs set-aside: The Special Needs set aside will be met through all strategies, with particular attention given to the Owner-Occupied Rehabilitation and Demolition/Reconstruction Housing strategies to provide the opportunity for owner occupants to remain independent in their homes and maintain homeownership. The City will perform outreach and partner with social service agencies serving the designated special needs populations to achieve the special needs set-aside.

Persons with special needs, as defined in F.S. 420.0004 (13) means, "an adult requiring independent living services in order to maintain housing or develop independent living skills and who has a disabling condition; a young adult formerly in foster care who is eligible for services under F.S. 409.1451(5); a survivor of domestic violence as defined in F.S. 741.28; or a person receiving benefits under the Social Security Disability Insurance (SSDI) program or the supplemental Security Income (SSI) program; or from veterans disability benefits."

W. Describe efforts to reduce homelessness:.

The City of Pensacola administers HUD Veterans Affairs Supportive Housing (VASH) vouchers County-wide to provide homeless veterans with housing choice vouchers as well as Department of Veterans Affairs supportive services. Additionally, the City of Pensacola administers Emergency Housing Vouchers in coordination with local Continuum of Care lead, Opening Doors Northwest Florida, Inc. to provide vouchers to homeless families, victims of domestic violence, and families who are at risk of homelessness.

Under the Rental Development activity, the City may prioritize units specifically for homeless households. Additionally, the Rental Assistance activity may be used in coordination with agencies serving homeless households to stabilize households for up to 12 months.

Section II. LHAP Strategies:

A. PURCHASE ASSISTANCE	Code: 1, 2

a. Summary: SHIP funds will be made available to support down payment, gap financing, and closing costs for the purchase of an existing or newly constructed home for first time homebuyers, including homes purchased from a community land trust. Assistance shall be tailored to the individual affordability and financing needs of the participating homebuyer. Permanent first mortgage financing (exceeding the SHIP Purchase Assistance) will be provided through financial institutions, homebuyer programs and/or private developers/contractors without local guarantee, thereby leveraging a significant volume of private sector financing.

b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028

c. Income Categories to be served: Very Low, Low, and Moderate

d. Maximum award: $20,000 Moderate
$32,500 Low
$45,000 Very Low

e. Terms:
1. Repayment loan/deferred loan/grant: Deferred Payment Loan secured by Subordinate Mortgage and Note
2. Interest Rate: 0%
3. Years in loan term: 10 years
4. Forgiveness: 10% forgiven annually on anniversary date of the loan, provided that the homebuyer is not in default of program terms
5. Repayment: None required as long as the loan is in good standing
6. Default: The sale, refinancing, transfer of ownership, foreclosure by the primary lender, or when the property is no longer the principal residence during the mortgage term shall be considered a default whereupon the SHIP investment shall be repaid. In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

f. Recipient/Tenant Selection Criteria: Assistance provided on a first qualified, first served basis following annual advertisement of the availability of SHIP resources..

Homebuyer must meet the following qualifications:
1. qualify for a first mortgage through a participating first mortgage lender;
2. complete a HUD certified pre-purchase homebuyer education class within the 12 months prior to closing;
3. contribute toward the purchase of the home, a minimum of $1,000 for Moderate Income buyers, $750 for Low Income buyers, and $500 for Very Low-Income buyers (this amount can include documented expenses paid outside of closing);

4. hold less than $50,000 in liquid assets; and
5. meet the criteria for a first-time homebuyer

g. Sponsor Selection Criteria: Not Applicable

h. Additional Information:

1. The first-time homebuyer requirement will be waived in cases where the applicant meets the definition of "essential service personnel" as provided in Section I (T) of this plan.
2. Certified Home Inspection is required. Cost of home inspection may be applied to borrower's minimum contribution if paid by the buyer.
3. Maximum sales price of the home cannot exceed the FHFC published maximum sales price for Escambia County
4. Rehabilitation, if required, will be paid from non-SHIP funds.
5. Mobile/manufactured homes are not eligible.

B. DEMOLITION / RECONSTRUCTION	Code: 4

a. Summary: Funds under this strategy are provided for the substantial rehabilitation or reconstruction of severely substandard owner-occupied single-family units (home requires more than 50% of the value of the home to repair). These units are unable to be addressed through other City repair programs and will be brought up to code through this strategy and will be referred through the housing inspection process or code enforcement.

b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028

c. Income Categories to be served: Very Low and Low

d. Maximum award: $ 250,000 (including $11,900 maximum permitted as a grant for PDC)

e. Terms:

1. Repayment loan/deferred loan/grant: Deferred Payment Loan secured by Mortgage and Note. Loan will be in a subordinate position to HOME program financing if present (or other associated local government financing as available). Project delivery costs will be provided as a grant.
2. Interest Rate: 0%
3. Years in loan term: 20 years
4. Forgiveness: Loan forgiven at 6.67% on the anniversary date of the note beginning in year six through year 19, with the outstanding balance forgiven on the anniversary date of the note in year 20, provided that the homeowner is not in default of program terms.
5. Repayment: None required as long as the loan is in good standing.
6. Default: The sale, rental, refinancing, or transfer of ownership during the mortgage term shall be a default whereupon the SHIP investment shall be repaid. In the event of the death of an owner, an income eligible heir (at or below 80% AMI) may assume the balance of the loan terms if certified income eligible by staff. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

f. Recipient/Tenant Selection Criteria: Assistance provided on a first qualified/first served basis following advertisement of the availability of SHIP resources and/or through the use of a waiting list with a priority for special needs applicants, then Very Low-Income applicants.

Applicants must be owner occupants with fee simple title, homestead exemption, property taxes current, and with no outstanding liens or judgments owed to the City. Priority may be given to applicants with open local government code enforcement citations, or survivors of a disaster as declared by local, state or federal officials.

g. Sponsor Selection Criteria: Not Applicable

h. Additional Information:

1. The City of Pensacola and Escambia County formed a local HOME Consortium for purposes of receiving Federal funds that support the local mission of enhancing housing affordability. SHIP funds may be provided as a cash match or local leverage to receive funds under the HUD HOME Program or other federal or state funds requiring matching funds.
2. Applicant must have fee simple title, and no other liens or mortgages may be present on the property.
3. The size and specifications of the replacement house will be determined by City staff. Decisions will be guided by what is minimally required by the family size and composition.
4. Temporary relocation expenses may be provided in an amount not to exceed $5000 in accordance with the City Optional Temporary Relocation program policy where no other resources or alternate housing options exist.

C. OWNER OCCUPIED REHABILITATION	Code: 3, 6

a. Summary: SHIP funds will be used to provide rehabilitation of owner occupied homes to address roofing, electrical, plumbing, mechanical, sanitary disposal, life/safety conditions, structural code deficiencies, code citations, accessibility needs, and other related repairs.

Emergency Repair Assistance will be considered for Very low income applicants in need of rehabilitation related to a dire situation in need of immediate mitigation. This includes but is not limited to: damaged roofing that is actively leaking; significant breaches in the structural envelope of the home causing exposure to the elements; sewage backup; electrical or plumbing issues that are an immediate health or safety hazard to the occupant; or a code citation. HVAC repair or replacement may also be considered for special needs or elderly households with documentation from a physician stating it is medically necessary.

Home Accessibility Assistance will provide assistance to retrofit owner-occupied single family homes for wheelchair ramps, bathroom modifications, or other repairs to allow functional accessibility for households with special needs as defined in F.S. 420.0004(13).

b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028

c. Income Categories to be served: Very Low and Low

d. Maximum award:
1. Housing Repair Assistance - Very Low and Low: $55,000 (including $5,000 max permitted temporary relocation as a grant)
2. Emergency Repair Assistance – Very Low: $25,000
3. Home Accessibility Assistance – Very Low and Low: $10,000

e. Terms:
1. Repayment loan/deferred loan/grant: Housing Repair and Emergency Repair Assistance will be provided as a deferred loan secured by a Lien Agreement. Home Accessibility Assistance will be provided as a grant.
2. Interest Rate: 0%
3. Years in loan term:
    i. Housing Repair Assistance-10 years
    ii. Emergency Repair Assistance-5 years
    iii. Home Accessibility Assistance-Not applicable (grant)
4. Forgiveness: Provided the owner is not in default of program terms, the following forgiveness periods will apply:
    i. Housing Repair Assistance-10% annually on the anniversary date of the loan
    ii. Emergency Repair-20% annually on the anniversary date of the loan
    iii. Home Accessibility Assistance-Not applicable (grant)
5. Repayment: None required as long as the loan is in good standing.
6. Default: The sale, rental, refinancing, or transfer of ownership during the mortgage term shall be a default whereupon the SHIP investment shall be repaid. In the event of the death of an owner, an income eligible heir (at or below 80% AMI) may assume the balance of the loan terms if certified income eligible by staff. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable

f. Recipient/Tenant Selection Criteria: Assistance provided on a first qualified/first served basis following advertisement of the availability of SHIP resources and/or through the use of a waiting list. However, priority for special needs applicants and Very Low-Income applicants will be prioritized to meet SHIP set aside requirements. Additional priority may be given to applicants with active local government code enforcement citations. Home Accessibility assistance will only be made available to low-income households with special needs.

Applicants must be owner occupants with fee simple title, homestead exemption, mortgage current (if present), property taxes current, and with no outstanding liens or judgments owed to the City.

g. Sponsor Selection Criteria: Not Applicable

h. Additional Information:
1. Emergency Repair Assistance: Where an emergency repair has been referred by the Code Enforcement Division, the repair will be limited to the specific code citation deficiencies in order to remove the violation on the dwelling only (no demolition or lot cleaning). Feasibility under emergency

repair assistance will be based on the property being able to meet code after rehabilitation.

2. Recipients with homeowner's insurance in place may be required to submit a claim to the insurance provider and use proceeds for rehabilitation if the needed repairs are related to an event reasonably believed to be insurable.
3. Recipient may not have total liquid assets of $50,000 or more.
4. If determined necessary by the Rehabilitation Program Coordinator or Specialist in order to effect the necessary repairs, temporary relocation and moving expenses may be provided in an amount not to exceed $5,000 in accordance with the City Optional Temporary Relocation program policy where no other resources or alternate housing options exist and will be provided as a grant. No temporary relocation costs will be provided for emergency repair or home accessibility assistance.
5. Households receiving Home Accessibility or Emergency Repair Assistance may remain (or be placed) on the waiting list for full housing rehabilitation assistance. Additional SHIP Housing Repair Assistance or Emergency Repair Assistance may not be received until the applicable lien matures.
6. Mobile homes are not eligible under the Owner-Occupied Rehabilitation program except for home accessibility assistance. The mobile home must have been built after June 1994 and registered as real property.

D. WORKFORCE DEVELOPMENT	Code: 9, 10

a. Summary: SHIP funds will be made available to non-profit, for-profit developers, or Community Land Trusts (CLT), to partially underwrite the costs of new construction or acquisition/rehabilitation of affordable workforce homes for families. These funds will enhance affordability and enable the developer to increase the number of affordable housing units produced for SHIP eligible homebuyers within the local area. Funds may be used for land acquisition, infrastructure and development costs, construction, and other associated fees for the construction or rehabilitation of housing units.

b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028

c. Income Categories to be served: Very Low, Low, and Moderate

d. Maximum award: $100,000 per unit (Developer); $50,000 (Buyer)

e. Terms: Homebuyer

1. Repayment loan/deferred loan/grant: Deferred Payment Loan secured by Subordinate Mortgage and Note.
2. Interest Rate: 0%
3. Years in loan term: 30 years
4. Forgiveness: Loan forgiven at 5% per year starting on the anniversary date of the note following the 10th year, provided that the homeowner is not in default of program terms.
5. Repayment: None required as long as the loan is in good standing

   Repayment terms for CLT home purchases: SHIP assistance is assumable to an income eligible buyer. The terms of the Mortgage and Note shall allow subsequent purchasers to assume the loan with

approval by the CLT. Otherwise, no repayment required during the loan term, provided the loan remains in good standing.

6. Default: The sale, rental, refinancing, transfer of ownership, foreclosure of the primary lender, or when the property is no longer the principal residence during the mortgage term shall be a default whereupon the SHIP investment shall be repaid. In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

Terms: Sponsor/Developer

1. Repayment loan/deferred loan/grant: Deferred Payment construction loan placed on the property during construction, which will be released upon sale of the home to an eligible buyer.
2. Interest Rate: 0%
3. Years in loan term: Up to 24 months
4. Forgiveness: If the loan is in good standing, upon sale of the property to an eligible homebuyer with affordability restrictions and/or covenants to ensure that the home remains affordable for a minimum of 30 years, the City will satisfy the mortgage and note. The maximum buyer award will be passed through to the eligible household in the form of a subordinate mortgage.
5. Repayment: Proceeds in excess of the amounts provided for the benefit of the eligible household are due and payable to the City upon sale of the property to an eligible buyer or two years, whichever comes first.
6. Default: If the home is not sold to an eligible buyer within two years, the loan is due and payable.

f. Recipient/Tenant Selection Criteria: Assistance provided on a first qualified/first served basis. Priority provided to Low Income households. Homebuyer must meet the following qualifications:

1. qualify for a first mortgage through a participating first mortgage lender;
2. complete a HUD certified pre-purchase homebuyer education class within the 12 months prior to closing;
3. contribute $750 toward the purchase of the home (this amount can include documented expenses paid outside of closing); and
4. hold less than $50,000 in liquid assets.
5. In addition to the HUD pre-purchase homebuyer education class, Community Land Trust (CLT) buyers must attend a home purchase education class that contains a CLT component and/or a session with the CLT that requires buyers to demonstrate and attest to a clear understanding of the terms of CLT ownership.

g. Sponsor Selection Criteria: Selection of a developer and/or sponsor may be based upon responses to an advertised request for proposal. Sponsor/developer must demonstrate financial ability to construct or rehabilitate homes. Selection criteria shall consider:

1. site control;
2. CLT, nonprofit or for profit locally based with expertise in affordable single family housing construction and marketing units to Very Low Income families;
3. amount of non-SHIP funds or value of in-kind services committed as SHIP leverage;
4. unit production goals in relation to SHIP funding request and ability to complete project within

deadlines established by the City;
5. use of green building technologies, energy efficiency measures, and/or use of recycled building materials or components in the production or preservation of housing units;
6. percentage of units targeted to Very Low-Income families; and
7. documentation of the agency's employment or planned employment of personnel from the Welfare Transition Program or other community training shall result in a priority for award of SHIP funds assuming the agency demonstrates capacity to implement the subject SHIP activity.

Proposals meeting the RFP requirements will be evaluated by staff to determine the agency or organization that will implement the strategy. Final selection and contract approval will be provided by the City Council. The RFP may solicit participation for the full three-year LHAP period.

h. Additional Information:

1. Restrictive Covenant: Each property may have a restrictive covenant recorded with the deed at the initial purchase to ensure that if the property is resold it will remain affordable to a low-to-moderate income family. The restrictive covenant will remain in effect for the entirety of the affordability period and will indicate the maximum resale price, process for foreclosures, and legal actions if the agents, successors, and assignees are found in violation of the program requirements. The use of a restrictive covenant will depend on the use of partnership programs.
2. This activity will provide preferences for Essential Services Personnel.

E. **RENTAL PRESERVATION / DEVELOPMENT**	Code: 14, 21

a. Summary: SHIP funds will be provided as gap financing to support the preservation or development of affordable rental housing or special needs housing (as defined in 420.0004 (13)) for eligible persons through new construction, acquisition of property or existing rental units, and/or rehabilitation of existing rental units.

b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028

c. Income Categories to be served: Extremely Low, Very Low, and Low

d. Maximum award: Up to $150,000 per unit as determined by a subsidy layering review; $500,000 maximum provided per development

e. Terms:
1. Repayment loan/deferred loan/grant: Deferred Payment Loan or Grant depending on proposed project secured by Mortgage and Note or Deed Restriction. Grants will only be provided to developments receiving $10,000 or less.
2. Interest Rate: 0%
3. Years in loan term: 15 year minimum on all projects; 20 year minimum on any new construction project co-funded with local HOME funds. A longer term may be considered if specifically required by HUD, FHFC, RD or other primary lender as a condition for project financing.
4. Forgiveness: As defined in the applicable mortgage and note. For deferred payment loans, a portion

of the loan will be forgiven as follows provided the project is not in default of program requirements:

15 YEAR LOAN	20 YEAR LOAN
Years 0-4: No forgiveness	Years 0-4: No forgiveness
Years 5-9: 25%	Years 5-9: 25%
Years 10-14: 25%	Years 10-14: 25%
Year 15: 50%	Years 15-19: 25%
	Year 20: 25%

5. Repayment: Not required as long as the development is not in default of any program terms.
6. Default: As defined in the applicable mortgage and note or deed restriction, recapture of the outstanding loan balance of SHIP funds invested is required upon default. A default is the sale, transfer or conveyance of the property prior to term expiration; conversion to a non-approved use; failure to maintain standards for compliance as required by funding sources, including income eligibility of tenants and rents limits. The sale of properties assisted with SHIP funds before expiration of the affordability period shall require approval of the City Council and shall be acceptable (without repayment) only if the subsequent owner(s) agree to meet any remaining rental, occupancy and affordability obligations established in the development agreement, mortgage and note.

f. Recipient/Tenant Selection Criteria Tenants will be assisted on a first qualified, first served basis.

g. Sponsor/Sub-recipient Selection Criteria: Funding under this strategy will be awarded through a competitive Request for Proposals (RFP) process. Priority may be given to developments that serve Very Low Income households and/or targeted populations such as homeless persons, veterans, elderly households, or special needs households as defined in Section I(V) of this Plan.

Projects will be accepted through an RFP process and will be evaluated at the time of submission to maximize the potential for integration of resources (FHFC, HUD, RD, etc.). Project selection criteria at a minimum will include:

1. experience in development of affordable rental housing;
2. proof of financial capacity for development of units and sufficient cash flow to maintain operation of the units for affordable housing;
3. site control (or contract for sale);
4. ability to proceed;
5. management capacity of affordable rental housing and targeted population if part of the RFP;
6. leveraging ability;
7. commitment to use green building technologies, energy efficiency measures, and/or use of recycled building materials or components in the construction, repair or preservation of housing units;
8. services/amenities to be offered at the units;
9. percentage of units targeted to families at or below 30% or 50% of Area Median Income; and
10. commitment to longer affordability period than program minimums
11. Any income or special needs prioritization will be identified in the request for proposals process.

As applicable, proposals from nonprofit sponsors or for-profit sponsors will be evaluated by City staff, or a committee comprised of County and City representatives when funding is blended, to determine the agency or organization that will implement the strategy.

h. Additional Information:

1. Funds may be used to support costs directly associated with project development, including architectural and engineering costs, appraisals, permitting fees as well as land acquisitions and construction expenses.
2. Eligible sponsors offering rental housing for sale before 15 years or before the loan expiration must give a first right of refusal to eligible not for profit agencies for purchase at the current market value for continued occupancy by eligible persons.

F. DISASTER MITIGATION ASSISTANCE	Code: 5, 16

a. Summary: SHIP funds may be used in the City of Pensacola to provide assistance to families in the aftermath of a disaster as declared by President or Governor issued Executive Order(s). Generally, such needs shall include such items as:

- purchase of emergency supplies for eligible homeowners to weatherproof damaged homes;
- interim repairs to avoid further damage to the homes of eligible families;
- tree and debris removal required to make individual housing units habitable by the eligible family;
- payment of insurance deductibles for rehabilitation of homes covered under homeowner's insurance policies;
- security deposit for eligible recipients that have been displaced from their homes due to disaster;
- rental assistance for eligible recipients that have been displaced from their homes due to disaster;
- other existing strategies included in the approved LHAP that benefit applicants directly affected by the declared disaster; and
- other activities as proposed by the City and approved by Florida Housing Finance Corporation.

This strategy will utilize funds not yet encumbered or with additional disaster funds allocated by Florida Housing Finance Corporation.

b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028

c. Income Categories to be served: Very Low, Low, and Moderate

d. Maximum award: $20,000 (insurance deductible not to exceed $3,000 and included within the maximum award calculation)

e. Terms :

1. Repayment loan/deferred loan/grant: Grant
2. Interest Rate: Not Applicable
3. Years in loan term: Not Applicable
4. Forgiveness: Not Applicable
5. Repayment: Not Applicable

6. Default: Not Applicable

f. Recipient/Tenant Selection Criteria: Assistance provided on a first qualified, first served basis following the declaration of the disaster. Priority may be given to households with special needs, Low and Very Low Income households, and households that qualify as elderly as defined in 420.503, F.S.

Owner occupant applicants must have homestead exemption, property taxes current, mortgage and property insurance (if present) current, and with no outstanding liens or judgments owed to the City. Rental applicants may not have outstanding liens or judgments owed to the City.

g. Sponsor Selection Criteria: Given the emergency nature of this activity, a sponsor may be used for implementation of this strategy where assistance may not be carried out by City staff. Funding under this strategy will be awarded through a competitive Request for Proposals (RFP) process.

h. Additional Information:

1. This strategy may be leveraged with other federal, state, or local funding as well as volunteer labor.
2. In the event of a disaster as declared by President or Governor issued Executive Order(s), up to 25% of the available SHIP Program funds may be immediately utilized to meet emergency housing repair and recovery needs of SHIP eligible families. In the event of such an occurrence, staff shall notify the Florida Housing Finance Corporation (FHFC) of such action by written letter, facsimile, or e-mail within 15 days of the date of the disaster declaration.
3. No duplication of benefits may be provided. Applicants must provide proof of assistance received from insurance, FEMA, or other resources. Insurance proceeds must be used before SHIP funds, except for payment of insurance deductible.
4. Assistance to owner occupants provided only on primary residences.
5. Rental assistance may be provided for up to twelve months after the disaster declaration made by Executive Order. SHIP funds may not be used to pay for rental arrears.
6. SHIP funds under this activity will generally be paid directly to contractors, landlords or their agents, insurance companies, etc. However, emergency funds may be provided directly to the applicant for some emergency disaster related expenses, such as the reimbursement of tarps, emergency tree and debris removal, and other temporary measures to avoid further damage to the property.
7. At its discretion, the City may coordinate with Escambia County in management of Disaster Mitigation Assistance and as a result may align its program rules with the County for equitable administration.

G. RENTAL ASSISTANCE	Code: 13, 23, 26

a. Summary: Funds will be awarded to renters that are in need of assistance with obtaining or maintaining a lease on a rental unit. This may include utility deposits, security deposits, rental assistance, and eviction prevention up to three months' rent. For households that are Very Low Income and have one adult with special needs according to 420.0004 (13) or that are homeless as defined in 420.621 at time of application, rent equal to no more than twelve months' rent assistance is eligible.

b. Fiscal Years Covered: 2025-2026, 2026-2027, 2027-2028

c. Income Categories to be served: Very Low and Low

d. Maximum award:
1. Eviction Prevention: $5,000
2. Security/Utility Deposits: $2,500
3. Rental Assistance: $14,500

e. Terms:
1. Repayment loan/deferred loan/grant: Grant
2. Interest Rate: Not Applicable
3. Years in loan term: Not Applicable
4. Forgiveness: Not Applicable
5. Repayment: Not Applicable
6. Default: Not Applicable

f. Recipient/Tenant Selection Criteria: Applicants will be ranked for assistance based on a first-qualified, first-served basis with the priorities for Very Low Income applicants, Special Needs Households, and Homeless Households.

Rental Assistance is only available to Very Low Income special needs or homeless households as defined in this plan. Up to twelve (12) month's rent may be provided.

g. Sponsor Selection Criteria: A sponsor may be used for implementation of this strategy where assistance may not be carried out by City staff. Funding under this strategy will be awarded through a competitive Request for Proposals (RFP) process. Criteria for sponsor organization selection will include:

1. Past experience working with target population;
2. Past experience administering rental assistance programs; and,
3. Participation in Continuum of Care Coordinated Entry system (for homeless)

h. Additional Information:
1. Funds will be paid directly to landlord or utility company.
2. Eviction Prevention will be provided as a one-time payment covering up to three month's past due rent and late fees to help households remain stably housed.
3. Security/Utility Deposits may be used in conjunction with Rental Assistance, with security/utility assistance to be included in the maximum award calculation for Rental Assistance.
4. Recipients of Rental Assistance must provide a minimum twelve (12) month lease.

H. Manufactured Housing (Mobile Homes)	Code 3, 28, 29

a. Summary: The manufactured housing strategy may provide funds for:
1. Relocation assistance for owners/tenants who have been evicted due to closure of a mobile home park in accordance with 723.003, F.S. (code 28)

2. Lot rent assistance to owners of manufactured housing/mobile homes not to exceed six months (code 29)
3. Rehabilitation/emergency repairs (code 3)

b. Fiscal Years Covered: 2026-2027, 2027-2028

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $10,000 (relocation assistance)
$5,000 (lot rental assistance)
$15,000 (rehab/emergency repairs)

e. Terms:

1. Repayment loan/deferred loan/grant: For relocation assistance and lot rent assistance, the funds are awarded as a grant. For rehab/emergency repairs the loan is secured by a note and mortgage/lien.
2. Interest Rate: 0%
3. Years in loan term: N/A for relocation assistance and lot assistance, 10 years for rehab/emergency repairs
4. Forgiveness: N/A for relocation assistance and lot assistance, forgiven at the end of the term for rehab/emergency repairs.
5. Repayment: N/A for relocation assistance and lot assistance. None required for rehab/emergency repairs as long as loan is in good standing.
6. Default: N/A for relocation assistance and lot assistance. For rehab/emergency repairs, the loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

   In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

   If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

f. Recipient/Tenant Selection Criteria: Applicants will be assisted on a first-qualified, first-served basis with priorities detailed in Section I.I being met first.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Manufactured housing constructed after June 1994 is eligible.

III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. Name of the Strategy: **Expedited Permitting**
Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

Expedited processing of permits includes development orders and development permits including building permits, zoning permits, subdivision approval, rezoning, certification, special exception or variance approvals. The City's process is an online centralized process. The present system provides an expedited centralized "one- stop" process for affordable housing projects located within the City. The application provides an applicant the opportunity to note if the project is being supported with affordable housing funding. The City will provide for priority processing of affordable housing applications in the event a backlog is experienced.

B. Name of the Strategy: **Ongoing Review Process**
An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

The Affordable Housing Advisory Committee is directed to review local government policies and procedures that may impact affordable housing costs negatively and provide reports annually. The City is currently undergoing a Land Development Code review and revision process that includes review of affordable housing policies.

C. Other Incentive Strategies Adopted:

1. THE MODIFICATION OF IMPACT FEE REQUIREMENTS, INCLUDING REDUCTION OF WAIVER OF FEES AND ALTERNATIVE METHODS OF FEE PAYMENT FOR AFFORDABLE HOUSING.

The City of Pensacola does not have impact fee requirements.

The City's Lien Release Policy for Affordable Housing Infill Projects (1/10/11) provides for waiver of liens for affordable infill projects.

2. THE ALLOWANCE OF FLEXIBILITY IN DENSITIES FOR AFFORDABLE HOUSING

The City's Comprehensive Plan and Land Development code allows for density flexibility generally through the Special Planned Development process.

A complete copy of the City of Pensacola's current Affordable Housing Incentive Strategies Reports are on record with Florida Housing Finance Corporation and the Florida Housing Coalition, and is available on the following City website: https://www.cityofpensacola.com/198/Plans-Reports

IV. EXHIBITS:

Required

A. Administrative Budget for each fiscal year covered in the Plan.

B. Timeline for Estimated Encumbrance and Expenditure.

C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.

D. Signed LHAP Certification.

E. Signed, dated, witnessed or attested adopting resolution.

Optional

F. Ordinance: (If changed from the original creating ordinance).

G. Interlocal Agreement (Required if applicable).

H. Other Documents Incorporated by Reference.

City of Pensacola

Fiscal Year: 2025-2026		
Estimated SHIP Funds for Fiscal Year:	$	385,966.00
Salaries and Benefits	$	36,500.00
Office Supplies and Equipment	$	500.00
Travel Per diem Workshops, etc.	$	771.00
Advertising	$	625.00
Recording Fees	$	200.00
Total	$	38,596.00
Admin %		10.00%
		OK

Fiscal Year 2026-2027		
Estimated SHIP Funds for Fiscal Year:	$	423,469.00
Salaries and Benefits	$	40,000.00
Office Supplies and Equipment	$	500.00
Travel Per diem Workshops, etc.	$	946.00
Advertising	$	700.00
Recording Fees	$	200.00
Total	$	42,346.00
Admin %		10.00%
		OK

Fiscal Year 2027-2028		
Estimated SHIP Funds for Fiscal Year:	$	423,469.00
Salaries and Benefits	$	40,000.00
Office Supplies and Equipment	$	500.00
Travel Per diem Workshops, etc.	$	946.00
Advertising	$	700.00
Recording Fees	$	200.00
Total	$	42,346.00
Admin %		10.00%
		OK

*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.

Details:

Exhibit B
Timeline for SHIP Expenditures

_____CITY OF PENSACOLA_____ affirms that funds allocated for these fiscal years will
(local government)
meet the following deadlines:

Fiscal Year	Encumbered	Expended	Closeout Report
2025-2026	6/30/2027	6/30/2028	9/15/2028
2026-2027	6/30/2028	6/30/2029	9/15/2029
2027-2028	6/30/2029	6/30/2030	9/15/2030

If funds allocated for these fiscal years is not anticipated to meet expenditure deadlines, Florida Housing Finance Corporation should be notified according to the following dates:

Fiscal Year	Funds Not Expended	Closeout AR Not Submitted
2025-2026	3/30/2028	6/15/2028
2026-2027	3/30/2029	6/15/2029
2027-2028	3/30/2030	6/15/2030

Requests for Expenditure Extensions (close-out year ONLY) must be emailed to robert.dearduff@floridahousing.org and include:

1. A statement that "(city/county) requests an extension to the expenditure deadline for fiscal year _____.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan/timeline of how/when the money will be expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended.

Other Key Deadlines:

AHAC reports are now due annually by December 31. Local governments receiving the minimum (or less) allocation may choose not to report.

ACFR financial statements are due each June 30 for the report ending September 30 of the previous year.

EXHIBIT C
HOUSING DELIVERY GOALS CHART (HDGC)
FOR FY 2025-26, 2026-27, 2027-28

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2025-2026

Name of Local Government:	City of Pensacola
Estimated Funds (Anticipated allocation only):	$ 385,966

Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
1, 2	Purchase Assistance	Yes		$45,000	2	$32,500	2	$20,000	$105,000.00	$0.00	$105,000.00	4
4	Demolition/Reconstruction	Yes		$250,000		$250,000			$0.00	$0.00	$0.00	0
3, 6	Owner Occupied Rehabiliation	Yes	3	$50,000	1	$50,000			$200,000.00	$0.00	$200,000.00	4
9, 10	Workforce Development	Yes		$50,000	1	$50,000		$50,000	$50,000.00	$0.00	$50,000.00	1
5	Disaster Mitigation Assistance	Yes		$20,000		$20,000		$20,000	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		3		4		2		$355,000.00	$0.00	$355,000.00	9
Purchase Price Limits:			New	$ 510,939	Existing	$ 510,939						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
14, 21	Rental Preservation/Development	Yes		$150,000		$150,000			$0.00	$0.00	$0.00	0
13,23,26	Rental Assistance	No		$14,500		$14,500			$0.00	$0.00	$0.00	0
16	Disaster Mitigation Assistance	Yes		$20,000		$20,000			$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		0		0		0		$0.00	$0.00	$0.00	0
	Administration Fees		$ 38,596		10%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 393,596	This total is over the allocation and will require less than the maximum amount be awarded per applicant								

Set-Asides

Percentage Construction/Rehab (75% requirement)		92.0%	OK
Homeownership % (65% requirement)		92.0%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)		$ 150,000	38.9% OK
Low Income (30% requirement)		$ 165,000	42.7% OK
Moderate Income		$ 40,000	10.4%

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2026-2027

Name of Local Government:	City of Pensacola
Estimated Funds (Anticipated allocation only):	$ 423,469

Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
1, 2	Purchase Assistance	Yes		$45,000	2	$32,500	1	$20,000	$85,000.00	$0.00	$85,000.00	3
4	Demolition/Reconstruction	Yes		$250,000		$250,000			$0.00	$0.00	$0.00	0
3, 6	Owner Occupied Rehabiliation	Yes	3	$50,000	1	$50,000			$200,000.00	$0.00	$200,000.00	4
9, 10	Workforce Development	Yes		$50,000	2	$50,000		$50,000	$100,000.00	$0.00	$100,000.00	2
5	Disaster Mitigation Assistance	Yes		$20,000		$20,000		$20,000	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		3		5		1		$385,000.00	$0.00	$385,000.00	9
Purchase Price Limits:			New	$ 510,939	Existing	$ 510,939						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
14, 21	Rental Preservation/Development	Yes		$150,000		$150,000			$0.00	$0.00	$0.00	0
13,23,26	Rental Assistance	No		$14,500		$14,500			$0.00	$0.00	$0.00	0
16	Disaster Mitigation Assistance	Yes		$20,000		$20,000			$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		0		0		0		$0.00	$0.00	$0.00	0
	Administration Fees		$ 42,346		10%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 427,346	This total is over the allocation and will require less than the maximum amount be awarded per applicant								

Set-Asides

Percentage Construction/Rehab (75% requirement)		90.9%	OK
Homeownership % (65% requirement)		90.9%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)		$ 150,000	35.4% OK
Low Income (30% requirement)		$ 215,000	50.8% OK
Moderate Income		$ 20,000	4.7%

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2027-2028

Name of Local Government:	City of Pensacola
Estimated Funds (Anticipated allocation only):	$ 423,469

Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
1, 2	Purchase Assistance	Yes		$45,000	2	$32,500	1	$20,000	$85,000.00	$0.00	$85,000.00	3
4	Demolition/Reconstruction	Yes		$250,000		$250,000			$0.00	$0.00	$0.00	0
3, 6	Owner Occupied Rehabiliation	Yes	3	$50,000	1	$50,000			$200,000.00	$0.00	$200,000.00	4
9, 10	Workforce Development	Yes		$50,000	2	$50,000		$50,000	$100,000.00	$0.00	$100,000.00	2
5	Disaster Mitigation Assistance	Yes		$20,000		$20,000		$20,000	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		3		5		1		$385,000.00	$0.00	$385,000.00	9
Purchase Price Limits:			New	$ 510,939	Existing	$ 510,939						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
14, 21	Rental Preservation/Development	Yes		$150,000		$150,000			$0.00	$0.00	$0.00	0
13,23,26	Rental Assistance	No		$14,500		$14,500			$0.00	$0.00	$0.00	0
16	Disaster Mitigation Assistance	Yes		$20,000		$20,000			$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		0		0		0		$0.00	$0.00	$0.00	0
	Administration Fees		$ 42,346		10%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 427,346	This total is over the allocation and will require less than the maximum amount be awarded per applicant								

Set-Asides

Percentage Construction/Rehab (75% requirement)		90.9%	OK
Homeownership % (65% requirement)		90.9%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)		$ 150,000 35.4%	OK
Low Income (30% requirement)		$ 215,000 50.8%	OK
Moderate Income		$ 20,000 4.7%	

Exhibit D

CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION

Local Government or Interlocal Entity: CITY OF PENSACOLA

Certifies that:

(1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.

(2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.

(3) A process to determine eligibility and for selection of recipients for funds has been developed.

(4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.

(5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).

(6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.

(7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.

(8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.

(9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.

(10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

(11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the

local governments audited financial statements (ACFR). An electronic copy of the ACFR or a hyperlink shall be provided to Florida Housing by June 30 of the applicable year.

(12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.

(13) SHIP funds will not be pledged for debt service on bonds.

(14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.

(15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.

(16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.

(17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.

(18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

_____ _____

Witness Chief Elected Official or designee

_____ D.C. Reeves, Mayor

Witness Type Name and Title

_____

Date

OR

_____

Attest: (Seal)

EXHIBIT E
RESOLUTION

RESOLUTION
NO 2025-23

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three- year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act, and the methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by *section 420.9075 F.S.*, it is found that five percent (5%) of the local housing distribution plus five percent (5%) of program income is insufficient to adequately pay the necessary costs of administering the Local Housing Assistance Plan. The cost of administering the program may not exceed ten percent (10%) of the local housing distribution plus five percent (5%) of program income deposited into the trust fund except that eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs; and

WHEREAS, City of Pensacola Housing Department has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public for the City of Pensacola to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds;

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

SECTION 1: The City Council of the City of Pensacola, Florida hereby approves the Pensacola Local Housing Assistance Plan as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420. 9079, Florida Statutes, for fiscal years 2025/2026, 2026/2027, and 2027/2028.

SECTION 2: The Mayor of the City of Pensacola, or his designee, is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the terms and conditions of said program.

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: April 24, 2025

Approved: _____
President of City Council

Attest:

_____
City Clerk

File #: 26-870 Agenda Conference 8/10/2026

LEGISLATIVE ACTION ITEM

SPONSOR: Teniade Broughton, Council Member

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER TENIADE BROUGHTON - DISTRICT 5

RECOMMENDATION:

That City Council approve funding of $300 to Florida A&M University National Alumni Association - Pensacola Chapter from the City Council Discretionary Funds for District 5.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with Section 3.28-3.33 of the Policies of the City Council, prior to any distribution of grant or sponsorship funds from the City Council Discretionary funds, approval by City Council is required.

The Florida A&M University National Alumni Association — Pensacola Chapter is committed to serving our community through scholarship, service and educational outreach. One of their campaigns is the Pensacola FAMULY Picnic, which reflects their campaign of building stronger communities while Investing in Tomorrow's Rattlers Today. This annual community event is designed to unite families, promote education, strengthen local businesses and celebrate the rich heritage of Florida A&M University while serving the greater Pensacola community. The Pensacola FAMULY Picnic brings together residents of all ages and backgrounds through education, health and wellness, youth enrichment, economic development and family-centered activities. The event was held on Saturday, August 1, 2026, and was free and open to the public, making it accessible to families who may not otherwise have opportunities to participate in large-scale community events. Throughout the day, attendees enjoyed live entertainment, local food vendors, merchandise vendors, educational exhibits, youth activities , games and networking opportunities with community organizations. Funds will be used to offset the cost associated with this event.

PRIOR ACTION:

July 21, 2022 - City Council adopted Resolution No. 2022-065 establishing the City Council

Discretionary Fund Policy.

FUNDING:

Budget:	$ 10,707	District 5 Discretionary Funds Balance
Actual:	$ 300	Florida A&M University National Alumni Association — Pensacola Chapter

FINANCIAL IMPACT:

A balance of $10,707 is currently available within the District 5 Discretionary Fund Account. Upon approval by City Council, a balance of $10,407 will remain in the District 5 Discretionary Fund Account.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: No

STAFF CONTACT:

Don Kraher, Council Executive
Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No

File #: 26-871 Agenda Conference 8/10/2026

LEGISLATIVE ACTION ITEM

SPONSOR: Allison Patton, Council President

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL PRESIDENT ALLISON PATTON - DISTRICT 6

RECOMMENDATION:

That City Council approve funding of $500 to the Eastside Neighborhood Improvement Association, $1,000 to Manna Food Bank and $1,000 to the Florida Institute for Human and Machine Cognition from the City Council Discretionary Funds for District 6.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with Section 3.28-3.33 of the Policies of the City Council, prior to any distribution of grant or sponsorship funds from the City Council Discretionary Funds, approval by City Council is required.

The Eastside Neighborhood is centrally located within the City of Pensacola. It is centered roughly around the Martin Luther King, Jr. Drive and Davis Street corridor and bounded by Baars Street to the North, Cervantes Street to the South, Hayne Street to the west and between 6th and 9th Avenues to the east. The Eastside Neighborhood is contained within the East King Tract, one of several land grants awarded to prominent citizens during Spanish Rule. The Association will hold a neighborhood community social event on August 29, 2026 that is being organized to bring together residents of all ages to strengthen relationships, promote neighborhood pride and encourage greater community involvement. Funds will be used to offset costs associated with this event.

The Manna Food Bank is a local grassroots organization fighting hunger in Escambia and Santa Rosa Counties. They provide groceries directly to individuals and families in need, free of charge. The majority of their funding comes from individuals, faith-based organizations, corporations and businesses. Manna is nonsectarian, community-focused and volunteer support. They believe every person has a right to live free of hunger and to be treated with respect and dignity. Funding will be used towards their mission.

The Florida Institute for Human and Machine Cognition is a not-for-profit research institute of the Florida University System and is affiliated with several Florida universities. Created at the University of West Florida, IHMC has a main campus in historic downtown Pensacola opened in 1999 as part of the city's urban core revitalization. The Pensacola campus is the primary home to teams investigating and refining artificial intelligence, augmentics, human-centered computing, robotics and exoskeletons; and health, resilience, and performance to maximize biological performance of humans in high-stress, extreme environments and disciplines. In addition to this valuable research, they also offer opportunities for students to learn about computer programming, robotics as well as provide hands-on science programs for kids. Funds will be used to offset costs associated with their Science Saturday events as well as their Summer Robotics camp.

PRIOR ACTION:

July 21, 2022 - City Council adopted Resolution No. 2022-065 establishing the City Council Discretionary Fund Policy.

FUNDING:

Budget:	$ 15,800	District 6 Discretionary Funds Balance
Actual:	$ 500	Eastside Neighborhood Improvement Association
	1,000	Manna Food Bank
	1,000	Florida Institute for Human and Machine Cognition
	$ 2,500	

FINANCIAL IMPACT:

A balance of $15,800 is currently within the District 6 Discretionary Fund Account. Upon approval by City Council, a balance of $13,300 will remain in the District 6 Discretionary Fund Account.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: No

STAFF CONTACT:

Don Kraher, Council Executive
Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No

File #: 26-872 Agenda Conference 8/10/2026

LEGISLATIVE ACTION ITEM

SPONSOR: Delarian Wiggins, Council Member

SUBJECT:

DISCRETIONARY FUNDING ALLOCATION - CITY COUNCIL MEMBER DELARIAN WIGGINS - DISTRICT 7

RECOMMENDATION:

That City Council approve funding of $500 to the Florida A&M University National Alumni Association - Pensacola Chapter from the City Council Discretionary Funds for District 7.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In accordance with Section 3.28-3.33 of the Policies of the City Council, prior to any distribution of grant or sponsorship funds from the City Council Discretionary Funds, approval by City Council is required.

The Florida A&M University National Alumni Association — Pensacola Chapter is committed to serving our community through scholarship, service and educational outreach. One of their campaigns is the Pensacola FAMULY Picnic, which reflects their campaign of building stronger communities while Investing in Tomorrow's Rattlers Today. This annual community event is designed to unite families, promote education, strengthen local businesses and celebrate the rich heritage of Florida A&M University while serving the greater Pensacola community. The Pensacola FAMULY Picnic brings together residents of all ages and backgrounds through education, health and wellness, youth enrichment, economic development and family-centered activities. The event was held on Saturday, August 1, 2026, and was free and open to the public, making it accessible to families who may not otherwise have opportunities to participate in large-scale community events. Throughout the day, attendees enjoyed live entertainment, local food vendors, merchandise vendors, educational exhibits, youth activities , games and networking opportunities with community organizations. Funds will be used to offset the cost associated with this event.

PRIOR ACTION:

July 21, 2022 - City Council adopted Resolution No. 2022-065 establishing the City Council

Discretionary Fund Policy

FUNDING:

Budget:	$ 3,755	District 7 Discretionary Funds
Actual:	$ 500	Florida A&M University National Alumni Association — Pensacola Chapter

FINANCIAL IMPACT:

A balance of $3,755 is currently within the District 7 Discretionary Fund Account. Upon approval by City Council, a balance of $3,255 will remain in the District 7 Discretionary Fund Account.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: No

STAFF CONTACT:

Don Kraher, Council Executive
Yvette McLellan, Special Assistant to the Council Executive

ATTACHMENTS:

None

PRESENTATION: No

File #: 26-837 Agenda Conference 8/10/2026

LEGISLATIVE ACTION ITEM

SPONSOR: Allison Patton, Council President

SUBJECT:

APPOINTMENTS - ZONING BOARD OF ADJUSTMENT

RECOMMENDATION:

That City Council appoint three (3) residents or property owners to the Zoning Board of Adjustment for a term of three years, expiring July 14, 2029.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Zoning Board of Adjustment reviews and grants or denies applications for variances, waivers, and special exceptions to the Land Development Code. The board also hears and decides appeals when it is alleged that there is error in any order, requirement, decision, or determination made by an administrative officer in the enforcement of the Land Development Code.

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

Nominee:	**Nominated by:**
Matthew Carbone	Reeves
Nannette Chandler	Incumbent
Kirwan Price	Incumbent
Boyce White	Incumbent

PRIOR ACTION:

City Council makes appointments to this board annually.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: No

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

1. Member List
2. Nomination Form - Matthew Carbone
3. Application of Interest - Matthew Carbone
4. Resume - Matthew Carbone
5. Application of Interest - Nannette Chandler
6. Application of Interest - Kirwan Price
7. Application of Interest - Boyce White
8. Ballot

PRESENTATION: No

Zoning Board of Adjustment

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Borden, Renee		Council	2	2026	7/14/2028	5/11/2026	3	
Chandler, Nannette	Building Contractor	Council	0	2026	7/14/2026	4/10/2025	3	
Fortune, Johnny (Dr.)	Consultant	Council	0	2026	7/14/2028	8/14/2025	3	
Price, Kirwan B.		Council	0	2026	7/14/2026	7/20/2023	3	
Sebold, Steven	Real Estate	Council	2	2026	7/14/2027	7/19/2018	3	
Shelley, Steven M.	Business owner	Council	4	2026	7/14/2028	11/17/2016	3	
Stepherson, Troy	Office & Mkting Mgr	Council	2	2026	7/14/2027	7/13/2017	3	
Weeks, William	Retired Bldg Official	Council	1	2026	7/14/2027	6/14/2021	3	
White, Boyce T.	Business	Council	3	2026	7/14/2026	7/17/2014	3	

Term Length: THREE YEAR TERMS

NINE (9) MEMBERS APPOINTED BY THE CITY COUNCIL. NO MEMBER SHALL BE AN ELECTED OFFICIAL OR EMPLOYEE OF THE CITY. MEMBERS MUST BE RESIDENTS OR PROPERTY OWNERS OF THE CITY OF PENSACOLA.

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, DC Reeves, do nominate Matthew Carbone
(Nominee)

1911 E. Mallory St. Pensacola, FL 32503 (Home Address) 407-388-8846 (Phone)

129 Palafox Place, Ste. 200, Pensacola FL 32502 (Business Address) 407-388-8846 (Phone)

MatthewCarbone555@hotmail.com (Email Address)

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

for appointment by the City Council for the position of:

MEMBER
ZONING BOARD OF ADJUSTMENT
(Three-year term expiring 7/14/2029)

Provide a brief description of nominee's qualifications:

Resume Attached

City Council Member or Mayor

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

Ericka L. Burnett

Ericka L. Burnett, City Clerk

MATTHEW F. CARBONE

Matthewcarbone555@hotmail.com | (407) 388-8846 | Pensacola, FL

WORK EXPERIENCE

Moorhead Law Group – *Associate Attorney*
Pensacola, FL | 02/2026 – Present & 08/2024 – 03/2025

Hall, Gilligan, Roberts & Shanlever – *Associate Attorney* Santa Rosa Beach, FL | 03/2025 – 02/2026

Kubicki Draper – *Intern*
Pensacola, FL | 06/2023 – 08/2024

Kanner & Pintaluga – *Intern*
Boca Raton, FL | 05/2022 – 04/2023

The Honorable Linda Nobles – *Judicial Assistant*
Pensacola, FL | 04/2021 – 07/2021

Escambia County Courthouse– *Student Assistant*
Pensacola, FL | 06/2020 – 04/2021

Walborsky & Bradley, PLLC – *Legal Assistant*
Pensacola, FL | 08/2019 – 12/2019

Michles & Booth, P.A. – *Runner/Intern*
Pensacola, FL | 08/2018 – 12/2018

EDUCATION & BAR ADMISSIONS

Mississippi College School of Law
Doctor of Jurisprudence, Jackson, MS | Graduated 2024

The University of West Florida
Bachelor of Arts, Legal Studies, Pensacola, FL | Graduated 2021

State of Florida
Bar License | August 2025

State of Alabama
Sitting for examination | February 2027

ACTIVITIES & HONORS

Super Lawyer - Rising Star
2026 Addition

Pensacola State College - Foundation Board Committee Member | 2026

Escambia-Santa Rosa Bar Association Young Lawyers Division - *Board Treasurer* | 2026

Mayor D.C. Reeve Campaign – *Volunteer*
Pensacola, FL| 2026

Roger C. Vinson American Inn of Court – *Treasurer*
Pensacola, Fl | 2024–Present

Escambia Santa Rosa Bar Association, YLD – *Member*
Pensacola, FL| 2024–Present

Rotary Club – *Member*
Pensacola, FL | 2024–Present

Law Student Bar Association – *Treasurer*
Mississippi College School of Law | 2023–2024

Law Student Bar Association – *Director of Policy*
Mississippi College School of Law | 2022–2023

Dean Emeritus Award – Recipient Mississippi
College School of Law | 2023

Herman and Martha Hines Award – Recipient
Mississippi College School of Law | 2023 & 2024

MC Law Admissions – *Dean's Ambassador*
Mississippi College School of Law | 2022–2024

The Legal Eye Journal – *Staff Writer & School Liaison*
Mississippi College School of Law | 2022–2024

MVLP Student of the Year Award – *Recipient*
University of West Florida | 2022

Sam Wilkins Criminal Law Award – *Recipient*
University of West Florida | 2022

Student-Athlete – *Football*
University of West Florida | 2016-2019

Sigma Chi Fraternity – *Magister*
University of West Florida | 2016-2021

Ericka Burnett

From: noreply@civicplus.com
Sent: Monday, July 20, 2026 10:46 AM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

⚠ THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT ⚠

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

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

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

(Section Break)

Personal Information	
Name	Matthew F. Carbone
Home Address	1911 E Mallory Street, Pensacola, FL 32503
Business Address	*Field not completed.*
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	407-388-8846
Email Address	Matthewcarbone555@hotmail.com

Upload Resume (optional)	MFC Resume.pdf
	(Section Break)
Details	
Are you a City resident?	Yes
If yes, which district?	6
If yes, how long have you been a City resident?	6 months
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Zoning Board of Adjustment
Please list the reasons for your interest in this position:	I am interested in serving on the Zoning Board of Adjustment because it provides an opportunity to apply my legal and business experience to decisions that directly impact the growth and development of the City of Pensacola. As an attorney with experience interpreting statutes, ordinances, and regulations, I understand the importance of applying the Land Development Code fairly and consistently while balancing the interests of property owners, businesses, and the community. I believe my analytical skills, sound judgment, and commitment to public service would allow me to make thoughtful, impartial decisions that support responsible development and the long-term success of our city.
Do you currently serve on a board?	No
If yes, which board(s)?	*Field not completed.*
Do you currently hold a public office?	No
If so, what office?	*Field not completed.*
Would you be willing to resign your current office for the	N/A

appointment you now seek?	
(Section Break)	
Diversity *In order to encourage diversity in selections of members of government committees, the following information is required by Florida Statute 760.80 for some committees.*	
Gender	Male
Race	Caucasian
Physically Disabled	No
(Section Break)	
Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? View it in your browser.

MATTHEW F. CARBONE

Matthewcarbone555@hotmail.com | (407) 388-8846 | Pensacola, FL

WORK EXPERIENCE

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Pensacola, Fl | 2024–Present

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University of West Florida | 2022

Student-Athlete – *Football*
University of West Florida | 2016-2019

Sigma Chi Fraternity – *Magister*
University of West Florida | 2016-2021

Ericka Burnett

From: noreply@civicplus.com
Sent: Wednesday, June 24, 2026 12:43 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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(Section Break)

Personal Information	
Name	Nannette Chandler
Home Address	330 Ft Pickens Rd 12B, Pensacola Beach, FL 32561
Business Address	1100 N. Davis Hwy
To which address do you prefer we send correspondence regarding this application?	Business
Preferred Contact Phone Number(s)	8505163863
Email Address	nchandler10@gmail.com

Upload Resume (optional)	*Field not completed.*

(Section Break)

Details

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

(Section Break)

Diversity

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

Gender	Female
Race	Caucasian
Physically Disabled	No
	(Section Break)
Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? View it in your browser.

Ericka Burnett

From: noreply@civicplus.com
Sent: Tuesday, June 30, 2026 9:59 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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(Section Break)

Personal Information	
Name	Kirwan Basil Price
Home Address	3187 Hyde Park Place
Business Address	*Field not completed.*
To which address do you prefer we send correspondence regarding this application?	Home
Preferred Contact Phone Number(s)	8502072231
Email Address	kirwanprice@bellsouth.net

Upload Resume (optional)	*Field not completed.*

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	3
If yes, how long have you been a City resident?	35 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Zoning Board of Adjustment
Please list the reasons for your interest in this position:	I currently serve on the ZBA and wish to serve another term.
Do you currently serve on a board?	Yes
If yes, which board(s)?	ZBA
Do you currently hold a public office?	No
If so, what office?	*Field not completed.*
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	Male
Race	Caucasian
Physically Disabled	No
	(Section Break)
Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? View it in your browser.

Ericka Burnett

From: noreply@civicplus.com
Sent: Friday, June 26, 2026 5:03 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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

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(Section Break)

Personal Information	
Name	Boyce T. White
Home Address	1701 Conway Drive
Business Address	1701 Conway Drive
To which address do you prefer we send correspondence regarding this application?	*Field not completed.*
Preferred Contact Phone Number(s)	85039
Email Address	boycetwhite@gmail.com

Upload Resume (optional)	*Field not completed.*

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	4
If yes, how long have you been a City resident?	Pensacola
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Zoning Board of Adjustments
Please list the reasons for your interest in this position:	I'd like to stay on the board
Do you currently serve on a board?	Yes
If yes, which board(s)?	ZBA
Do you currently hold a public office?	No
If so, what office?	*Field not completed.*
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	Male
Race	Caucasian
Physically Disabled	No
	(Section Break)
Acknowledgement of Terms	I accept these terms.

Email not displaying correctly? View it in your browser.

Ballot – **Zoning Board of Adjustment**
August 13, 2026
Three-year term expiring July 14, 2029

Member

_____ Matthew Carbone

_____ Nannette Chandler

_____ Kirwan Price

_____ Boyce White

Vote for Three

Signed: _____
Council Member

File #: 26-873 Agenda Conference 8/10/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor, Jared Moore, Council Member, Charles Bare, Council Member

SUBJECT:

PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM (PPBEP) NATIONAL ESTUARY PROGRAM ENROLLMENT LETTER OF SUPPORT

RECOMMENDATION:

That City Council authorize the Mayor and Council President to sign a Letter of Support to U.S. Environmental Protection Agency Administrator Lee Zeldin for the Pensacola and Perdido Bays Estuary Program's National Estuary Prgram Nomination and Enrollment.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #4: Resilient Waterfronts and Neighborhoods.

The Pensacola and Perdido Bays Estuary Program (PPBEP) was established in 2018 by Escambia, Santa Rosa, and Okaloosa Counties, the Cities of Pensacola, Gulf Breeze, Milton, Orange Beach, and the Town of Century to coordinate water quality improvements, habitat restoration, community resilience, monitoring, community outreach, public access, and quality of life enhancements across the Pensacola and Perdido Bay watersheds.

In 2024, Congress formally designated Pensacola and Perdido Bays as Estuaries of National Significance and directed the U.S. Environmental Protection Agency (EPA) Administrator to give priority consideration to the enrollment of PPBEP into EPA’s National Estuary Program (NEP). The NEP was established in 1987 as a method of cooperative federalism, working with local and state governmental entities to address long-term environmental improvements. The NEP is a non-regulatory program that invests federal resources back in local communities. PPBEP will continue to be locally-driven by its Board of Directors. Enrollment in the NEP currently allocates $850,000 to each enrolled NEP, and further prioritizes designated Estuaries of National Significance for grant funding through EPA, the National Oceanic and Atmospheric Administration, Department of the Interior, and U.S. Department of Agriculture.

PPBEP has received the formal nomination request from EPA by way of the Florida Department of Environmental Protection. PPBEP must submit the formal nomination package by the end of August to EPA.

PRIOR ACTION:

February 9, 2023 - City Council adopted Resolution 2023-012 -- IN SUPPORT OF NATIONAL ESTUARY PROGRAM DESIGNATION FOR THE PENSACOLA AND PERDIDO BAYS ESTUARY PROGRAM

FUNDING:

N/A

FINANCIAL IMPACT:

None

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: No

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1. PPBEP National Estuary Program Enrollment Letter of Commitment--Pensacola

PRESENTATION: No

July 31, 2026

Administrator Lee Zeldin
U.S. Environmental Protection Agency
Mail Code 1101A
1200 Pennsylvania Ave NW
Washington, D.C. 20460

Dear Administrator Zeldin,

On behalf of the City of Pensacola, we fully support enrollment of the Pensacola and Perdido Bays Estuary Program (PPBEP) into the Environmental Protection Agency's (EPA) National Estuary Program (NEP). During the 118th Congress, Senate Bill 50, *the Pensacola and Perdido Bays Estuary of National Significance Act*, was passed by Congress and became Public Law No. 118-152. The Act requires EPA to give priority consideration to selecting Pensacola and Perdido Bays as an Estuary of National Significance.

It has been nearly 30 years since EPA has enrolled a new NEP, and we believe this highly successful non-regulatory program should include the communities of Northwest Florida and south Alabama through the enrollment of PPBEP. The National Estuary Program is a perfect example of cooperative federalism, a model in which we support.

Since establishment in 2018, PPBEP has modeled itself after the NEP, focusing on science-based and stakeholder-driven solutions to widespread water quality and resilience challenges. In October 2022, the Program's first Comprehensive Conservation and Management Plan (CCMP) was adopted, identifying six goals, 26 objectives, and 51 actions necessary to achieve the Program's mission of preserving, restoring, improving and maintaining the natural habitats and ecosystems of the bays, estuaries, and watersheds of Pensacola and Perdido Bays.

Through the Estuary Program, local governments across Northwest Florida and south Alabama are working together like never before to restore and protect what matters most. Since 2018, over $80 million has been secured to implement the priorities of the CCMP, including water quality, habitat restoration, resiliency, monitoring, and educational initiatives throughout the Pensacola and Perdido Bay watersheds. This is only the beginning.

The City of Pensacola is a founding member of the PPBEP Management Conference, and is committed to a continued partnership through the Management Conference Agreement to implement the goals and objectives of the CCMP. The City has a vested interest in the success of PPBEP, and we are committed to continued success through financial and in-kind support, as resources allow, subject to future Council action.

Common sense conservation is paramount to our regional economy. From supporting thousands of military and tourism related jobs to attracting new businesses and residents to the region, clean water is central to maintaining and improving our quality of life. Working through the Estuary Program and partnering organizations, these initiatives support a thriving economy and a healthy bay system for generations to come. These initiatives further support efforts to restore the Gulf of America and restore American seafood competitiveness.

We urge you to enroll PPBEP into the NEP and allocate funding at an equal amount to the existing 28 NEPs. Enrollment of PPBEP supports local and state efforts to grow the regional economy while

protecting sensitive natural resources through common sense, locally directed actions. We need your support to realize that opportunity.

Sincerely,

D.C. Reeves, Mayor
City of Pensacola

Allison Patton
City Council President

File #: 26-832 Agenda Conference 8/10/2026

PUBLIC HEARING

SPONSOR: DC Reeves, Mayor

SUBJECT:

PUBLIC HEARING - PROPOSED REPEAL AND REPLACE OF THE CITY OF PENSACOLA LAND DEVELOPMENT CODE

RECOMMENDATION:

That City Council conduct the first of two required public hearings on August 13, 2026, to consider approval of the repeal of the existing Land Development Code and replacement with the City's updated Land Development Code.

HEARING REQUIRED: Public Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

Inspire Placemaking Collective has prepared an update to the Land Development Code (LDC). The LDC establishes the standards that guide land use and development within the City, addressing topics such as zoning, development regulations, parking, signage, and more. This update aims to reorganize the LDC to eliminate redundancies and internal conflicts, clarify and consolidate language, streamline development procedures, modernize outdated regulations, and improve the overall usability and effectiveness of the LDC. Phase 2 of this project began in December 2024 and has included a variety of public engagement and review activities. These efforts have involved public workshops and open houses, monthly Planning Board discussions, and meetings with staff and stakeholders to produce a clearer and more concise LDC.

PRIOR ACTION:

On July 14, 2026, the Planning Board voted 5:0 to recommend approval of the repeal and replacement of the LDC.

FUNDING:

N/A

FINANCIAL IMPACT:

None

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

7/14/2026

STAFF CONTACT:

David Stafford, City Administrator
Clifford Collins, Associate City Administrator
Sherry Morris, AICP, Development Services Director
Cynthia Cannon, AICP, Planning and Zoning Manager

ATTACHMENTS:

1. Proposed Ordinance - Repeal and Replace of Land Development Code
2. Exhibit A - LDC Repeal and Replace Ordinance
3. Planning Board Minutes DRAFT -July 14, 2026
4. Business Impact Estimate

PRESENTATION: No

PROPOSED
ORDINANCE NO. _____

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA, REPEALING AND REPLACING TITLE XII (LAND DEVELOPMENT CODE) OF THE CODE OF ORDINANCES; ADOPTING A NEW LAND DEVELOPMENT CODE ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN BY REFERENCE; PROVIDING LEGISLATIVE FINDINGS AND INTENT; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

WHEREAS, the City Council has determined that the City's Land Development Code should be comprehensively updated to improve its organization, clarity, usability, and administration while continuing to protect the public health, safety, and welfare; and

WHEREAS, the City has undertaken an extensive review of its land development regulations through public engagement, stakeholder meetings, technical analysis, and coordination among City staff, consultants, appointed boards, and elected officials; and

WHEREAS, the updated Land Development Code reorganizes existing regulations into a more logical format, eliminates obsolete and duplicative provisions, incorporates changes in state law, modernizes development standards and procedures, and better implements the City's Comprehensive Plan; and

WHEREAS, the City Council finds that the revisions embodied in the new Land Development Code are so comprehensive in scope, organization, and content that amendment of the existing Land Development Code on a section-by-section basis would be impracticable, unnecessarily confusing, and contrary to the public interest; and

WHEREAS, the City Council therefore finds that repeal of the existing Land Development Code and adoption of a new Land Development Code is the most efficient, understandable, and legally appropriate method of implementing these comprehensive revisions.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Pensacola, Florida that the foregoing recitals are hereby adopted as the legislative findings of the City Council, and as follows:

SECTION 1. REPEAL AND REPLACE OF TITLE XII.

Title XII (Land Development Code) of the Code of Ordinances of the City of Pensacola is hereby repealed in its entirety. Simultaneously therewith, the Land Development Code attached hereto as Exhibit "A" is hereby adopted and incorporated herein by this reference as though fully set forth, and shall constitute Title XII, Land Development Code, of the Code of Ordinances of the City of Pensacola.

SECTION 2. SAVINGS CLAUSE.

The repeal of the former Land Development Code shall not affect any right accrued, liability incurred, violation committed, penalty imposed, development approval issued, or proceeding commenced before the effective date of this Ordinance. Nothing contained herein shall be construed to impair vested rights established under applicable law or the Land Development Code adopted by this Ordinance.

SECTION 3. CODIFICATION.

The publisher of the Code of the City of Pensacola is authorized to make non-substantive editorial changes to the text and format of the Land Development Code while codifying the Land Development Code in the Code of the City of Pensacola. In the event of a conflict or inconsistency between the provisions of the Land Development Code, as adopted in this Ordinance, and the provisions of the Land Development Code, as codified in the Code of the City of Pensacola, then the provisions of this Ordinance shall be controlling.

SECTION 4. CONFLICTS.

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

SECTION 5. SEVERABILITY.

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

SECTION 6. EFFECTIVE DATE.

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

LAND DEVELOPMENT CODE

CITY OF PENSACOLA

EXHIBIT A

PENSACOLA
LAND DEVELOPMENT CODE
A NEW CODE FOR A NEW ERA

07/16/2026

City of Pensacola
Land Development Code

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CHAPTER 12-1. GENERAL PROVISIONS AND NONCONFORMITIES

ARTICLE I. GENERAL PROVISIONS

Sec. 12-1-1. Short title.

This title shall be known and may be cited as "The City of Pensacola Land Development Code" and may also be referred to as the "land development code," "LDC," "land development regulations" or "zoning code." The term "this title" when used herein shall refer to "The City of Pensacola Land Development Code."

(Code 1986, § 12-1-1)

Sec. 12-1-2. Authority and purpose.

This title is adopted pursuant to the authority granted by F.S. § 166.021, F.S. chapter 163, Part III, and other applicable provisions of law for the purpose of adopting and codifying comprehensive land development regulations for the city. The council finds that the regulations set forth in this title are a necessary and proper means for planning and regulating the development of land in the city and for otherwise protecting and promoting the public health, safety and general welfare of its citizens.

(Code 1986, § 12-1-2)

Sec. 12-1-3. Relationship to the city comprehensive plan.

The regulations and requirements herein set forth are established in accordance with the city's comprehensive plan to encourage the most appropriate use of land throughout the city with reasonable consideration, among other things, of the prevailing land uses, growth characteristics and character of the respective districts and their suitability for particular uses. Specifically, this title provides regulations to implement applicable goals, objectives and policies of the city's adopted comprehensive plan.

(Code 1986, § 12-1-3)

Sec. 12-1-4. Buildings to conform to regulations.

No structure shall be erected or reconstructed, nor shall any building or land be used in a manner that does not comply with all the district regulations established by this title for the district in which the building or land is located. Provided, however, lots may be developed in accordance with the building setback requirements set forth in a recorded subdivision plat for a single-family residential development notwithstanding any inconsistency with later amendments to the building setback requirements of this title. Nothing in this title shall be construed to authorize development that is inconsistent with the city's comprehensive plan.

(Code 1986, § 12-1-4; Ord. No. 39-92, § 1, 12-17-1992; Ord. No. 11-94, § 1, 4-14-1994; Ord. No. 13-06, § 1, 4-27-2006)

Sec. 12-1-5. Administration.

The mayor, or designee, shall be responsible for the general administration of the comprehensive plan and land development code.

(Code 1986, § 12-0-4; Ord. No. 49-90, § 1, 10-4-1990; Ord. No. 16-10, § 195, 9-9-2010)

Sec. 12-1-6. Interpretation, conflicts and omissions.

(a) In interpreting and applying the provisions of this title, the minimum requirements for the promotion of the public health, safety, and general welfare of the community shall be adhered to. The city shall not interfere with, nullify, amend nor be responsible for enforcing covenants, deed restrictions or other agreements between private parties; provided, however, that where this title imposes a greater restriction upon the use of buildings or premises or upon the height of buildings, or requires larger open spaces than are imposed or required by other ordinances, rules, regulations, or by easements, covenants, deed restrictions or agreements, the provisions of this title shall prevail.

(b) In the event there is not a particular use listed that corresponds with a proposed use, then it shall be interpreted that the use described in this code having the most similar characteristics as the use in question shall apply.

(c) The provisions of this title shall not affect, alter, nullify, amend or modify the existing provisions of any code or any ordinance relating to and controlling, regulating or affecting the sale of alcoholic beverages or any ordinance relating to health, safety and sanitation.

(Code 1986, § 12-1-5; Ord. No. 15-00, § 1, 3-23-2000; Ord. No. 13-06, § 2, 4-27-2006)

Sec. 12-1-7. Enforcement, violations, and penalties.

The Mayor, with the support of city staff, shall be responsible for administering and enforcing this ordinance. If a violation of any provision is identified, the Mayor shall issue a written notice to the party responsible specifying the nature of the violation and the required corrective actions. The Mayor is authorized to order the cessation of unlawful land use or construction, the removal of unauthorized buildings, structures, or modifications, and the discontinuation of any illegal activity.

Violations of this code may be enforced through the city code enforcement board (see chapter 13-2), by civil court action, or by criminal action, as the city may elect. The code enforcement board shall have jurisdiction to hear and decide alleged violations of this code. Any person who violates any of the provisions of this chapter, or any rule, regulation, adopted policy or procedure, order or decision made under this code, shall upon Code Enforcement Action be punished as provided in chapter 162, Florida Statutes.

Sec. 12-1-8. Severability.

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses and phrases of this Code are severable, and if any phrase, clause, sentence, paragraphs or section of this code shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Code.

Sec. 12-1-9. Reserved.

ARTICLE II. NONCONFORMITIES AND VESTED RIGHTS

Sec. 12-1-10. Intent.

Within the districts established by this code, or amendments that may later be adopted, there may exist lots, structures, uses of land and or structures, and/or characteristics of use that would be prohibited, regulated, or restricted under the terms of this code or future amendments. It is the intent of this code to allow these nonconformities to exist but not to encourage their continuation. Such uses are declared by this code to be nonconforming and incompatible with permitted uses in the districts involved.

Sec. 12-1-11. Nonconforming lots; lots of record.

Where a lot or parcel of land has an area or a width less than the minimum required for a residential use and was owned as a separate unit as shown of record on July 23, 1965, such lot or parcel of land shall be considered a lot of record and may be used only for a single-family dwelling. Where a lot or parcel of land is determined to be a lot of record, such lot may be used as a residential building site, provided said lot complies with the following minimum yard requirements or the setbacks of the zoning district for the particular lot or parcel of land, whichever is less. Lots of record are exempt from corner lot and visibility triangle requirements except for placement of the dwelling.

(a) Front yard—20 feet.

(b) Side yard—Four feet.

(c) Rear yard—Ten feet.

Sec. 12-1-12. Nonconforming structures.

Where a legal structure exists that would not be permitted under the terms of this title by reason of restrictions on area, lot coverage, height, yards, building design, or other characteristics of the structure or its location on the lot, such structure shall be declared a nonconforming structure.

(a) A nonconforming structure may be maintained provided that no such structure shall be enlarged in a way that increases its nonconformity.

(b) A structure housing a nonconforming use or a nonconforming structure that is destroyed by fire, explosion, or other casualty, or act of God, or the public enemy may be restored provided the cost of the restoration does not exceed 75 percent of the assessed value of the structure as recorded by the Escambia County Property Appraiser. If the restoration cost exceeds 75 percent, the structure may be reconstructed and the nonconforming use continued provided the following requirements are complied with:

(1) *Public hearing.* A public hearing is held subject to the provision outlined in chapter 12-3.

(2) *City council approval.* Five members of the city council must vote in favor of a permit to allow the reconstruction of a nonconforming structure and/or the continuance of a nonconforming use in order for same to be effective. If such a petition is denied, it shall not be entertained again for one year after the date of denial.

(3) *Building restrictions.* The structure, as reconstructed, shall not exceed its former dimensions, either in ground floor area, total floor space, or number of stories unless it complies with all the lot line and setback restrictions of the particular zoning district in which the property in question is located.

Sec. 12-1-13. Nonconforming uses of land and structures.

Where a legal use of land exists that would not be permitted under the terms of this code, as enacted or amended, such use shall be declared a nonconforming use and may be continued subject to the following provisions:

(a) No such nonconforming use may be extended to occupy any greater area of land or extended to occupy any land outside any buildings on the same parcel.

(b) If a nonconforming use is discontinued, removed, or abandoned for a period of not less than 365 days, any future use of the land and structure shall be in conformity with the provisions of this title.

(c) Where the cessation of a nonconforming use is the result of fire, explosion or other casualty, or act of God, or the public enemy the nonconforming use shall not be declared discontinued until six months after the initial 365-day period. Additional time may be granted by the zoning board of adjustment upon proof by the landowner that the landowner has proceeded with diligence to restore the use and circumstances beyond the landowner's control have made the period of time inadequate.

(d) Nothing in this code shall be interpreted as authorization for, or approval of, continuation of any illegal use of a building, structure, premises or land, in violation of any ordinance in effect at the time of the passage of this title. The casual, intermittent, temporary, or illegal use of land, building or structure for any length of time shall not be sufficient to establish the existence of a nonconforming use.

(e) There may be a change in tenant, ownership or management of a nonconforming use provided there is no change in the nature or character of such nonconforming use.

(f) A nonconforming use may be changed to a different use; provided, however, that the proposed use is permitted within the same zoning district as the existing nonconforming use or a use in a more restricted zoning district.

(g) When a nonconforming use is changed to a use permitted in a more restricted zoning district, the new use may not later be changed back to another use permitted in a less restricted zoning district.

(h) When a nonconforming use has been changed to a conforming use, the conforming use may not be changed back to a nonconforming use.

Sec. 12-1-14. Nonconforming site improvements.

Nonconforming fences that do not pose a threat to public safety, as determined by the Mayor or designee, may be repaired or replaced after obtaining the proper permit, without the necessity of following the requirements listed in this subsection. However, . compliance with landscaping, lighting, signage, and fencing will be required for all redevelopment that exceeds 50 percent of the value of the building as recorded by the Escambia County Property Appraiser.

Sec. 12-1-15. *Governmental right-of-way takings*.

If, as a result of governmental right-of-way takings, by either negotiation or condemnation, existing building or vehicular use areas or other permitted uses would, but for this subsection, become nonconforming or further nonconforming with the setback and landscape provision of this title, the following provisions shall apply:

(a) Subject to the procedure set forth in subsection (d) below, existing building and vehicular use areas or other permitted uses that are not within the part taken, but which, because of the taking, do not comply with the setback, landscape or other requirements of this title, shall not be required to be reconstructed to meet such requirements and the remainders shall be deemed thereafter to be conforming properties. The exemption thus created shall constitute a covenant of compliance running with the use of the land.

(b) Subject to the procedure set forth in subsection (d) below, any conforming building or vehicular use areas or other permitted uses taken either totally or partially may be relocated on the remainder of the site without being required to comply with the setback provisions of this title except that the relocated building or vehicular use areas or other permitted uses shall be set back as far as is physically feasible without reducing the utility or use of the relocated building or vehicular use areas or other permitted uses below its pre-taking utility use. The exemption thus created shall constitute a covenant of compliance running with the land.

(c) Any properties exempt according to subsections (a) and (b) above that are thereafter destroyed, other than by voluntary demolition, to an extent of more than 75 percent of the value of the property at the time of destruction (per property appraiser records), may be restored but only to the pre-destruction condition.

(d) As to the exemptions in subsections (a) and (b) above, either the condemning authority or the landowner or both of them may apply in writing to the city for a determination that the granting of the exemption will not result in a condition dangerous to the health, safety, or welfare of the general public. The Mayor or designee shall, within 30 days of the filing of application, determine whether or not the exemption to the setback granted by this section will endanger the health, safety, or welfare of the general public. If the planning services department determines that the granting of the exemption under this section will not constitute a danger to the health, safety, or welfare of the general public, the Mayor or designee shall issue a signed letter to all parties granting exemption. The letter shall specify the details of the exemption in a form recordable in the public records of the county. If the application is denied, the Mayor or designee shall issue a signed letter to the applicant specifying the specific health or safety grounds upon which the denial is based.

(e) Any development permits or variances necessary to relocate building or vehicular use areas or other permitted uses taken or partially taken may be applied for by the condemning authority and granted for the property in question.

(Code 1986, § 12-1-6; Ord. No. 32-92, § 1, 10-8-1992; Ord. No. 33-95, § 1, 8-10-1995; Ord. No. 45-96, § 1, 9-12-1996; Ord. No. 13-06, § 3, 4-27-2006; Ord. No.

Sec. 12-1-16. Vested rights.

(a) *Establishment of Vested Rights*. Notwithstanding any inconsistency with this Land Development Code or the City's Comprehensive Plan, a project or development shall be considered to have vested rights if it meets one or more of the following criteria:

(1) A final development approval has been issued, and the developer has commenced and is actively continuing development in good faith as of the date of application for a vested rights determination.

(2) The applicant has relied in good faith on a clear and unequivocal act or promise by the City, making substantial changes in position and incurring significant obligations to the extent that denying the vested rights would be highly inequitable or unjust.

(3) The City entered into a development agreement prior to [INSERT EFFECTIVE DATE OF THIS CODE] that explicitly grants vested rights to all or a portion of the project or development.

(b) *Protection of Vested Rights*. No provision in this Land Development Code or the Comprehensive Plan shall limit or modify the rights of a developer to complete a project or development with vested rights. However, to maintain vested status, the project must proceed in accordance with the final development approval or other actions that established the vested rights. Additionally, nothing in this Code or the Comprehensive Plan shall be interpreted or applied in a manner that results in an unconstitutional taking of private property or the revocation of legally established vested rights.

(c) *Scope of Vested Rights*. A project or development may be vested for purposes of consistency, concurrency, or both, depending on the specific factual circumstances supporting the vested rights determination.

(d) *Effect of Vested Rights Determination*. A determination of vested rights allows the property owner to proceed with development as specified in the vested rights determination, even if the project is inconsistent with this Land Development

Code, the Comprehensive Plan, or concurrency requirements. However, the project must comply with all other applicable laws and regulations.

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CHAPTER 12-2. DEFINITIONS

SEC. 12-2-1. DEFINITIONS ENUMERATED.

The following words, terms and phrases, when used in this title, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Abandonment means to cease or discontinue a use or activity without intent to resume, but excluding temporary or short-term interruptions to a use or activity during periods of remodeling, maintaining, or otherwise improving or rearranging a facility, or during normal periods of vacation or seasonal closure.

Abut means having property or district lines in common.

Access management means a method whereby nonresidential property owners limit the number of driveways or connections from individual parcels of property to the major thoroughfare.

Accessory dwelling unit means an accessory structure built or a portion of a single-family dwelling unit that is converted into a separate housing unit that may be rented.

Accessory office unit means an accessory structure built or a portion of a single-family dwelling unit that is converted into a separate office unit subject to regulations in section 12-6-3 and that may be rented.

Accessory use/structure means a use or structure which meets the following descriptions. Examples of accessory uses/structures include accessory dwelling units, accessory office units, storage buildings, detached garages and carports, swimming pools, hot tubs, outbuildings, and similar uses and structures.

a. Is clearly incidental to, customarily found in association with, and serves a principal use;
b. Is subordinate in purpose, area, or extent to the principal use served; and
c. Is located on the same lot as the principal use or on an adjoining lot in the same ownership as that of the principal use.

Addition (to an existing building) means any walled and roofed expansion to the perimeter of a building in which the addition is connected by a common load-bearing wall other than a fire wall. Any walled and roofed addition that is connected by a fire wall or is separated by independent perimeter load-bearing walls is new construction.

Adjacent means any property that is immediately adjacent to, touching, or separated from such common border by the width of a right-of-way, alley, or easement.

Adult entertainment establishment means an adult motion picture theater, a leisure spa establishment, an adult bookstore, or an adult dancing establishment.

Affordable housing means a housing unit whose costs make up no more than 30 percent of a household's income for households earning up to 120 percent of the area median income.

Airport means any area of land or water designed and set aside for the landing and taking off of aircraft and used or to be used in the interest of the public for such purpose.

Airport hazard means an obstruction to air navigation that affects the safe and efficient use of navigable airspace or the operation of planned or existing air navigation and communication facilities.

Airport obstruction notification zone means any area of land or water upon which an airport hazard might be established.

Airport zoning protection regulations means airport zoning regulations governing airport hazards.

Airspace height means the height limits in all zones set forth in chapter 12-10, which shall be measured as mean sea level elevation (ASML), unless otherwise specified.

Alleys are roadways that afford only a secondary means of access to abutting property and not intended for general traffic circulation.

Alteration means any change or rearrangement in the supporting members of an existing building, such as bearing walls, columns, beams, girders or interior partitions, as well as any change in doors or windows, or any enlargement to or diminution of a building or structure, whether horizontally or vertically.

Alteration of a watercourse, for floodplain management purposes, means a dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification that may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

Anchoring system means an approved system of straps, cables, turnbuckles, chains, ties or other approved materials used to secure any structure not constructed on a slab foundation such as manufactured home, sheds, and similar structures.

Animal hospital, veterinary clinic means an establishment where small animals are admitted for examination and treatment by one or more persons practicing veterinary medicine. Animals may be boarded or lodged overnight provided such activity is totally confined within the building. No outside pens or runs shall be allowed. See: *Kennel.* Note: Small animals shall be deemed to be ordinary household pets excluding horses, monkeys, or other such animals not readily housed or cared for entirely within the confines of a residence.

Antenna means any exterior transmitting or receiving device mounted on a tower, building or structure and used in communications that radiate or capture electromagnetic waves, digital signals, analog signals, radio frequencies (excluding radar signals), wireless telecommunications signals or other communication signals.

Antenna support structure means a guyed or lattice-work tower that is designed and constructed for the sole purpose of supporting one or more personal wireless antennas.

Apartment. See: Dwelling, multiple.

Appeal means a request for a review of a decision of an administrative, legislative, or quasi-judicial decision by an official, board, or employee of Pensacola or a request for a variance.

Applicant means the person filing an application for review under this section.

Application filing date means the date on which the application was filed with the city.

Architectural review board means the city's architectural review board as advisors to the city council.

ASCE 24 means a standard titled flood resistant design and construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Attic means the portion of a structure between the ceiling of the top floor and roof framing. Attics are not used for livable space unless they meet the definition of *half story*.

Automobile repair. See: Garage, mechanical and vehicle repair.

Bar means a structure or part of a structure in which the principal business is the sale or dispensing of alcoholic beverages for consumption on the premises. This term includes lounges, taverns, pubs, bottle clubs, etc.

Base flood means a flood having a one-percent chance of being equaled or exceeded in any given year. (Also defined in FBC, B, section 202.) The base flood is commonly referred to as the "100-year flood" or the "one-percent-annual chance flood."

Base flood elevation means the elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the flood insurance rate map (FIRM). (Also defined in FBC, B, section 202.)

Basement (for flood loads) means the portion of a building having its floor subgrade (below ground level) on all sides. (Also defined in FBC, B, section 202.)

Bed and breakfast facility means a use in which no more than four rooms or lodging units and breakfast service only is provided to guest clients, for lengths of stay ranging from one night to seasonal, by the owner of the principal structure living on-site.

Best management practices or *BMPs* means schedules or activities, prohibitions of practices, maintenance procedures, treatment methods and other management practices to prevent or reduce pollutants from entering the MS4 or being discharged from the MS4.

Block means a parcel of land entirely surrounded by public streets, watercourse, railway, right-of-way, parks, etc., or a combination thereof.

Boarding house, lodging house means a dwelling other than an apartment, commercial hotel or motel where, for compensation and by prearrangement for definitive periods, lodging, or lodging and meals are provided for five or more persons.

Boat sales and service shop means an establishment primarily engaged in the sale or repair of boats, marine engines, marine equipment, and any similar services.

Boats and boat trailers means a vessel or craft for use on the water that is customarily mounted upon a highway vehicle designed to be hauled by an automobile vehicle.

Buffer yard means a strip of yard along the property lines used to visibly separate incompatible land uses and/or zoning districts as regulated through provisions established in chapter 12-8.

Building means any structure built for support, shelter, or enclosure for any occupancy or storage.

Buildable area means area inside building setback lines.

Building coverage means the area of a site covered by all principal and accessory buildings. See *lot coverage*.

Building frontage occupation means the length of the frontage that is occupied by a facade or an architectural element that could be considered an extension of the building facade.

Building height means the vertical distance of a building measured as noted in chapter 12-4.

Building official and *building inspector* means the individual responsible for conducting inspections and issuing permits under the standard building code, as amended.

Building setback See *setback.*

Building setback line means the line that represents the minimum required distance from the street right-of-way or any other boundary specified in this code, measured at right angles, which establishes the point beyond which a principal structure may be erected or placed.

Business services means establishments offering primarily services to the business community and to individuals. Such services shall include but not be limited to interior cleaning services, computer and data processing services, news syndicates, personnel services, photography, art and graphics services, and printing services with no use or storage of noxious chemicals apparent off-site (printing services using noxious chemicals are classified as a Light Industrial). This term also includes radio and television broadcasting stations.

Cabana means a beach or pool-side shelter, usually with an open side facing the water.

Camping trailer means a vehicular portable structure mounted on wheels, constructed with collapsible partial side walls of fabric, plastic, or other material for folding compactly while being drawn by another vehicle and when unfolded at the site or location, providing temporary living quarters, and that is designed for recreation, travel, or camping purposes.

Car wash means a building, or portion thereof, where automobiles are washed, including self-service car washes.

Cemetery means land used or intended to be used for the burial of the dead and dedicated for cemetery purposes and including, the sale of burial plots, columbariums and mausoleums, in addition to the operations of a funeral chapel, management office and maintenance facility when operated in conjunction with and within the boundary of such cemetery.

Incidental cemetery functions shall include the sale of interment rights, caskets, funeral services, monuments, memorial markers, burial vaults, urns, flower vases, floral arrangements and other similar merchandise and services when limited for use in the cemetery in which they are sold. Manufacturing of these items shall be prohibited on the cemetery premises. No outdoor retail displays shall be permitted except for monuments and memorial markers.

No portions of the cemetery or accessory buildings shall be used for purposes of embalming and cremation or the performance of other services used in preparation of the dead for burial.

Certificate of occupancy means official certification by the building official that a building conforms to provisions of the zoning ordinance and technical codes, and may be used or occupied. Such certificate is granted for new construction or for a change of occupancy classification in an existing nonresidential building. A building or part thereof may not be occupied unless such certificate is issued.

Chapel means a structure whose primary use is assembly for religious purposes.

Child care facility. Any child care center or child care arrangement that provides child care for more than five children unrelated to the operator and that receives a payment, fee, or grant for any of the children receiving care, wherever operated, and whether or not operated for profit.

Churches and religious institutions. A building or structure, or groups of buildings or structures, that by design and construction are primarily intended for the conducting of organized religious services and accessory uses associated therewith. Includes temples, synagogues or other places of assembly for the purposes of organized religion.

City arborist, or City-designated arborist. All references to the city's designated arborist shall be construed to mean the mayor's designee who is charged with administering and enforcing portions of this Ordinance, who shall have successfully completed the International Society of Arboriculture (ISA)'s Tree Risk Assessment Qualification (TRAQ), which qualifies a tree professional to use a standardized, systematic process for assessing risks presented by trees.

City engineer means the individual or personnel possessing the qualifications of an engineer who is designated by the mayor as the city official responsible for performing the duties placed upon the city engineer by this Code and state statutes.

City planner and planning director mean the individual or personnel possessing appropriate qualifications as a planner who is designated by the mayor as the city official responsible for performing the duties placed upon the city planner or planning services director by this Code and state statutes.

Clean Water Act means Public Law (PL) 92-500, as amended PL 95-217, PL 95-576, PL 96-483, and PL 97-117, 33 USC 1251 et seq., as amended by the Water Quality Act of 1987, PL 100-4.

Clearing or *clearing and grubbing* means removal of vegetation such as tree stumps, shrubs and roots from the land, but shall not include mowing.

Clinic means a building designed and used for the medical and surgical diagnosis and treatment of patients under the care of doctors and nurses.

Cluster court means a collection of buildings on a semi-public, privately owned open space.

Cluster development means a form of development for residential subdivisions that permits a reduction in lot area and setback requirements, provided there is no increase in the density of residential units permitted within the future land use district and the resultant land area is devoted to open space.

Coastal construction control line means the line established by the state pursuant to F.S. § 161.053, and recorded in the official records of the community, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.

Coastal high hazard area means the evacuation zone for a Category 1 hurricane as established in the most current hurricane evacuation study for the area.

Coastal high hazard area means a special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V zones" and are designated on flood insurance rate maps (FIRM) as zone V1-V30, VE, or V.

Commercial communications antenna means a surface from which television, radio, or telephone communications signals are transmitted or received, but which is neither:

a. Used primarily for the provision of personal wireless services; nor
b. Used exclusively for dispatch communications. The term also includes any microwave or television dish antenna.

Commercial communications tower means a structure on which may be mounted one or more antennas intended for transmitting or receiving television, radio, or telephone communications, but which is neither:

a. Used primarily for the provision of personal wireless services; nor
b. Used exclusively for dispatch communications.

Commercial mobile service means any mobile service that is provided for profit and makes interconnected service available to the public or to such classes of eligible users as to be effectively available to a substantial portion of the public.

Commercial vehicle means any motor vehicle, trailer, or semi-trailer designed or used to carry passengers, freight, materials, or merchandise in the furtherance of any commercial enterprise.

Commercial vehicle—large means any commercial vehicle greater than seven feet wide, seven feet high or 25 feet long, including, but not limited to, the following: construction equipment (bulldozers, graders, etc.) semi-tractors and/or trailers, moving vans, delivery trucks, flat-bed and stake-bed trucks, buses (except school buses), and similar vehicles over seven feet wide, seven feet high or 25 feet long.

Commercial vehicle—small means any commercial vehicle less than or equal to seven feet wide, seven feet high or 25 feet long, including, but not limited to, the following: automobiles, pick-up trucks, sport utility vehicles, vans, and other vehicles that are also commonly used as personal vehicles.

Communications tower means a commercial communications tower or a personal wireless tower.

Community correctional center means any residential or nonresidential facility described in F.S. § 944.033, created to supervise offenders on probation and/or facilitate the reintegration of state inmates back into the community by means of participation in various work-release, study-release, community service, substance abuse treatment and other rehabilitative programs. This includes all nonresidential and residential offender facilities licensed and operated by the state department of corrections or the Federal Bureau of Prisons.

Community residential home means a dwelling unit licensed to serve clients of the department of health, which provides a living environment for up to 14 unrelated residents who operate as the functional equivalent of a family, including such supervision and care by support staff as may be necessary to meet the physical, emotional and social needs of the residents. Types of community residential homes include the following: adult congregate living facilities; adult foster homes; residential treatment facilities for alcohol, drug abuse and mental health services; residential child care agency facilities (excluding runaway and emergency shelters, family foster and maternity homes); intermediate care facilities for the mentally retarded/developmentally disabled; foster care facilities; and group homes.

Compatibility means a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or conditions is unduly negatively impacted directly or indirectly by another use or condition.

Complete street means a street or roadway allowing for safe and convenient travel by all of the following categories of users, including, but not limited to: pedestrians, people with disabilities, bicyclists, motorists, users of micromobility devices, movers of commercial goods, users and operators of public transportation, seniors, older persons, children, youth, and families.

Comprehensive plan means the comprehensive plan for the city and any amendment thereto.

Concurrency means the provision of the necessary public facilities and services required to maintain the adopted level of service standards at the time the impacts of development occur.

Conditional use means a use allowed in a particular zoning district only upon complying with all the standards and conditions as specified in the regulations and approved by city council.

Consignment store means a retail service establishment which is engaged in the sale of consignment merchandise. Consignment is considered to be the act or process of entrusting goods to another to sell for the owner. The term does not include pawn shop.

Construction (chapter 12-8, Stormwater Management and Control of Erosion, Sedimentation and Runoff) means any on-site activity that will result in the creation of a new stormwater discharge facility, including the building, assembling, expansion, modification or alteration of the existing contours of the site, the erection of buildings or other structures, or any part thereof, or land clearing.

Construction activities means the alteration of land during construction and includes such activities as clearing, grading, and excavation.

Contiguous means next to, abutting, or touching and having a boundary or portion thereof, that is coterminous.

Contractor shop means a premises used primarily for the provision of off-site services related to the fabrication, construction, addition, alteration, repair, or development of land, buildings, or other structures, and which may include indoor and outdoor storage of equipment, materials, vehicles, and similar items.

Contributing resource means a building, landscape feature, object, structure or archaeological site or zone designated as such by the City due to its contribution to the historic architectural qualities, historic associations, or archaeological values that make a district significant.

Craftsman standards means a baseline of construction quality denoting a finished project.

Cross access drives/driveways mean a method whereby access to property crosses one or more adjoining parcels of property. Cross access driveways will generally be placed at the rear of these properties but are not limited to that method. Cross-access easements must be recorded in the public records of the county and signed by all owners involved.

Crown means the main point of branching or foliage of a tree or the upper portion of a tree.

Cultural Facility means the use of land, buildings, or structures to provide educational and informational services to the public. The term includes but shall not be limited to art galleries, museums, and similar uses. The term does not include event, conference, or convention centers (see Event centers definition).

Day means any day, including Saturdays, Sundays, and holidays.

Day care center. See child care facility.

Day care center, adult means any building or portion thereof which provides social, health, and therapeutic activities or other basic services for three or more persons who are 18 years of age or older, who are not related to the owner or operator by blood or marriage.

Decision height means the height at which a decision must be made, during an instrument landing system (ILS) instrument approach, to either continue the approach or to execute a missed approach.

Deck means a flat floored roofless area adjoining a house.

Demolition means any act of pulling down, destroying, razing, or removing a building.

Demolition permit means a permit issued by the inspection services division authorizing the demolition of a building pursuant to an application.

Dense business area means all of that portion of the corporate limits of the city lying south of the north line of Wright Street, west of the east line of Alcaniz Street, east of the west line of Spring Street to the north line of Garden Street and east of the west line of "A" Street south of the north line of Garden Street and the area encompassed in the gateway redevelopment district, those properties located on the north side of Heinberg Street between the east line of 9th Avenue and the west line of 14th Avenue, and C-2A Downtown Retail Commercial District, but excluding all areas zoned HC-1 (Historical Commercial District) and GRD-1 (Gateway Redevelopment District, Aragon redevelopment area).

Density means the number of dwelling units per acre of land. Density figures will be computed by dividing the total number of dwelling units in a contiguous parcel by the total number of acres in a contiguous parcel.

Design flood means the flood associated with the greater of the following two areas:

a. Area with a floodplain subject to a one-percent or greater chance of flooding in any year; or
b. Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation means the elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two feet.

Detention means collection and storage of stormwater for treatment through physical, chemical or biological processes and for attenuating peak discharge with subsequent gradual controlled discharge.

Detention pond (basin) means a storage facility for the detention of stormwater.

Developable (typically used in conjunction with “area” or “site”) means the total area of a lot or parcel, excluding public rights-of-way.

Development means any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Development activity means:

a. The construction, installation, alteration, or removal of a structure, impervious surface, or stormwater management facility;
b. Clearing, scraping, grubbing, killing, or otherwise removing the vegetation from a site;
c. Adding, removing, exposing, excavating, leveling, grading, digging, burrowing, dumping, piling, dredging, mining, drilling or otherwise significantly disturbing the soil, mud, sand or rock on a site; or
d. The modification or redevelopment of a site.

Development permit means any permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the development of the land.

Development plan; site plan means a plan, meeting the specifications required in this code, showing accurately and with complete dimensioning, the boundaries of a site, and the location of all buildings, structures, uses and principal site development features proposed for a specific parcel of land.

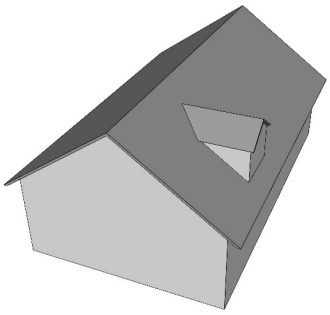
Diameter at Breast Height (DBH). All tree measurements shall be taken at diameter breast height (DBH), which is the diameter of the tree at four and one-half feet (54 inches) above ground. If the tree has a bump or branch at four and one-half feet above ground then DBH shall be measured immediately below the bump or branch. If the tree is growing vertically on a slope, DBH shall be measured from the midpoint of the trunk along the slope. If the tree is leaning, DBH shall be measured from the midpoint of the lean. If the tree forks below or near DBH the tree shall be measured at the narrowest part of the main stem below the fork. If the tree splits into more than one trunk close to ground level, DBH shall be determined by measuring each of the trunks separately and then taking the square root of the sum of all squared stem DBHs.

Discharge (relative to Wellhead Protection) means, but is not limited to, any spilling, leaking, seeping, pouring, misapplying, emitting, emptying or dumping of any pollutants prohibited by lawful statutes or regulation that occurs and that affects surface water and groundwater.

Discharge (relative to Stormwater Management and Control of Erosion, Sedimentation and Runoff) means volume of fluid per unit time flowing along a pipe or channel from a project, site, aquifer, stormwater management facility, basin, discharge or outfall point.

Discharge means the release of liquid, solid or gaseous material and includes, but is not limited to, a release, spilling, leaking, seeping, pouring, emitting, emptying, and dumping of any substance or material.

Figure 12-2. 1. Dormer



DNL means a day/night average sound level which is the 24-hour average sound level, in decibels on the A scale, obtained after the addition of ten decibels to sound levels during the night from 10:00 p.m. to 7:00 a.m.

Dormer means a roofed projection extending beyond the plane of a sloping roof, typically containing a window, and used to create usable space in the roof area by adding headroom and natural light to an upper story or attic.

Dormitory means a building used as group living quarters for a student body or religious order as an accessory use for a college university, boarding school, orphanage, convent, monastery, or other similar institutional use.

Drain means a channel, pipe or duct for conveying surface water, groundwater or wastewater.

Drainage means surface water runoff; the removal of surface water or groundwater from land by drains, grading or other means that include runoff controls, to minimize erosion and sedimentation during and after construction or development.

Drainage basin means a catchment area drained by a watercourse or providing water for a reservoir.

Dredging means a method for deepening streams, wetlands or coastal waters by excavating solids from the bottom.

Dripline means the circumference of the tree canopy extended vertically to the ground.

Driveways means:

a. Any privately owned way or place used for vehicular travel by the owner and those having express or implied permission from the owner, but not by other persons. It shall not include an extension or parking apron that may be an extension of a "driveway."
b. The connections or curb cuts that permit vehicular access to a site from the roadway.

Dry cleaners means an establishment that cleans garments and similar materials using water and/or chemical liquids or solvents with a flash point of 190 degrees Fahrenheit or greater.

Dwelling unit means an enclosure of one or more rooms and separate bathroom and kitchen facilities designed and constructed as a unit for permanent residential occupancy by one family.

Dwelling, multifamily means a building or series of buildings designed, constructed or reconstructed and used for three or more dwelling units located on the same lot. A multifamily building with three units is also known as a triplex, while one with four units is also known as a quadruplex.

Dwelling, single-family means a building designed, constructed or reconstructed and used for one dwelling unit.

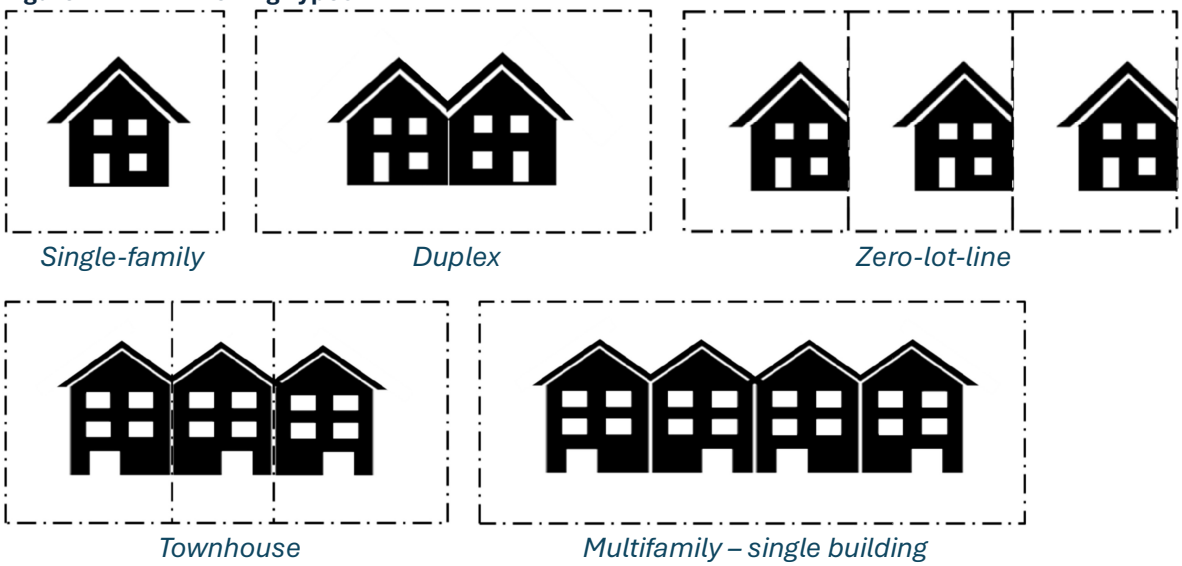
a. *Detached.* A single-family dwelling, on its own individual lot, which is completely surrounded by permanent open spaces.
b. *Attached.* A single-family dwelling that is connected on at least one side by means of a common dividing structural or load-bearing wall of at least ten horizontal linear feet to one or more single-family dwellings, each dwelling unit on its own individual lot. Attached dwellings are also known as townhouses.

Dwelling, two-family (duplex) means a building containing two dwelling units on the same lot, connected by a common structural or load-bearing wall with a minimum of ten horizontal linear feet. A duplex may be configured with the units side-by-side, front and back, or stacked vertically. Regardless of configuration, each unit must have a separate and independent entrance directly accessible from the outside.

Dwelling, townhouse means a single-family residential building attached to one or more single-family residential buildings by a common wall with each single-family residence located on its own individual lot. Townhouse dwellings are also known as attached dwellings.

Dwelling, Zero-lot-line means a detached single-family dwelling sited on one side lot line with zero side yard building setback, and a required side yard setback on the opposite side.

Figure 12-2. 2. Dwelling Types



Multifamily – multiple buildings

Easement means a grant by the property owner of a non-possessing right of use of his or her land by another party for a specific purpose. Easements must be recorded in the public records of the county and signed by all owners involved.

Eave means the edge of the roof that meets or overhangs the walls of a building.

Emergency circumstances means the situation that exists when a single-family residence of a person residing in the city is destroyed by a fire or other disaster to the extent that said person are unable to continue residency in said residence until it is repaired or rebuilt.

Emergency health situation means any situation involving sickness or other physical disability of an individual to the event that he or she requires the assistance of another individual to attend to his or her personal needs, and the use of a manufactured home becomes necessary or desirable in order to care for such individual.

Encroachment, for floodplain management purposes, means the placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area that may impede or alter the flow capacity of riverine flood hazard areas.

Encroachment means certain permitted building elements that may cross established setbacks or rights-of-way.

Engineer means a person who is registered to engage in the practice of engineering under F.S. §§ 471.001—471.039, who is competent in the field of hydrology and stormwater pollution control; includes the terms "professional engineer" and "registered engineer."

Entablature means a horizontal, continuous building element supported by columns or a wall.

Equipment cabinet means an enclosed shed or box at the base of a personal wireless tower or associated with a personal wireless antenna within which are housed, among other things, batteries and electrical equipment.

Erosion means the washing away or scour of soil by water or wind action.

Event center means a facility for hosting events, such as performances, sporting events, private receptions or gatherings, conventions/conferences, or similar activities.

Existing building and *existing structure,* for floodplain management purposes, mean any buildings and structures for which the "start of construction" commenced before September 15, 1977.

FDOT Context Classification means a method of classifying the roadway based on the characteristics of the surrounding environment.

Facade, building means the exterior wall of a building that faces a frontage line.

Facade type means the different configurations of building elements that make up a building facade, such as a storefront, porch, etc. See section 12-5-35(g).

Family means one or more persons occupying a dwelling unit and using common utility services, provided that unless all members are related by blood, marriage, adoption, or legal guardianship, living together as one housekeeping unit, no such family shall contain over six persons.

Family day care home means an occupied residence in which childcare is regularly provided for children from at least two unrelated families and that receives a payment, fee, or grant for any of the children receiving care, whether or not operated for profit. A family day care home shall be allowed to provide care for one of the following groups of children, which shall include those children under 13 years of age who are related to the caregiver:

a. A maximum of four children from birth to 12 months of age;

b. A maximum of three children from birth to 12 months of age, and other children, for a maximum total of six children;
c. A maximum of six preschool children if all are older than 12 months of age; or
d. A maximum of ten children if no more than five are under preschool age and, of those five, no more than two are under 12 months of age.

Federal Emergency Management Agency (FEMA) means the federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Fence means a freestanding structure of metal, masonry, wood, or similar material which rests on or is partially buried in the ground for the purpose of enclosure or screening.

Fenestration means the arrangement and placement of openings in a building, including windows, doors, curtain walls, and other glazed openings.

Figures and tables. Any chart or graphic presentation in this title that is specifically designated as a "Figure" or "Table" shall be deemed to be a part of the text of the title and controlling on all development.

Flood or *flooding* means a general and temporary condition of partial or complete inundation of normally dry land from:

a. The overflow of inland or tidal waters.
b. The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials means any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair.

Flood hazard area means the greater of the following two areas:

a. The area within a floodplain subject to a one-percent or greater chance of flooding in any year.
b. The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Flood insurance rate map (FIRM) means the official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community.

Flood insurance study (FIS) means the official report provided by the Federal Emergency Management Agency that contains the flood insurance rate map, the flood boundary and floodway map (if applicable), the water surface elevations of the base flood, and supporting technical data.

Floodplain administrator means the office or position designated and charged with the administration and enforcement of this chapter (may be referred to as the floodplain manager).

Floodplain development permit or approval means an official document or certificate issued by the community, or other evidence of approval or concurrence, that authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this chapter.

Floodway means the channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot.

Floodway encroachment analysis means an engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Floor means the top surface of an enclosed area in a building (including basement), i.e., top of slab in concrete slab construction or top of wood flooring in wood frame construction. The term does not include the floor of a garage used solely for parking vehicles.

Floor area, gross means the sum of all floors of a building as measured to the outside surfaces of exterior walls and including halls, elevator shafts, stairways, interior balconies, mezzanines, open porches, breezeways, mechanical and equipment rooms and storage rooms. Enclosed parking and loading areas below or above grade are excluded from gross floor area.

Floor area, net means the total of all floor areas of a building, excluding halls, elevator shafts, stairways, open porches, breezeways, mechanical and equipment rooms, storage rooms, enclosed parking and loading spaces, and other areas not intended for human habitation or service to the public.

Florida Building Code means the family of codes referenced in F.S. ch. 553, adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

Florida Fire Prevention Code (NFPA 1 Fire Code and 101 Life Safety Code) means the code adopted by the State Fire Marshal at three-year intervals as required by chapter 633, Florida Statutes. This complex set of fire code provisions is enforced by the local fire official within each county, municipality, and special fire district in the state.

Florida Master Site File means the state's official inventory of historical, cultural resources including archaeological sites, historical structures, historical cemeteries, historical bridges and historic districts, landscapes and linear resources.

Food truck means a vehicle used as for the preparation, storage, or service of food that is movable from place to place and includes self-contained utilities.

Food truck court means a parcel of land containing one or more food trucks as the principal use of the parcel.

Foundation siding/skirting means a type of wainscoting constructed of fire and weather resistant material enclosing the entire undercarriage of a manufactured home.

Fraternity house, sorority house, or *student cooperative* means a building occupied by and maintained exclusively for students affiliated with an academic or professional college or university or other recognized institution of higher learning and regulated by such institution.

Freeboard means the additional height, usually expressed as a factor of safety in feet, above a flood level for purposes of floodplain management. Freeboard tends to compensate for many unknown factors, such as wave action, bridge openings and hydrological effect of urbanization of the watershed, that could contribute to flood heights greater than the height calculated for a selected frequency flood and floodway conditions.

Frontage means all the property abutting on one side of a street measured along the property line.

Frontage line means a property line bordering a public frontage. Facades facing frontage lines define the public realm and are therefore more regulated than the elevations facing other property lines.

Frontage occupation See Building Frontage Occupation.

Frontage, primary means the frontage facing a public space such as a street of higher pedestrian importance (i.e. traffic volume, number of lanes, etc.). Typically, the shorter side of a lot.

Frontage, secondary means the frontage facing the public space such as a street that is of lesser pedestrian importance (i.e. traffic volume, number of lanes, etc.). Typically, the longer side of the lot.

Frontage yard type means the configuration of the area between the facade of the building and the frontage line such as a standard, shallow, cluster court, etc. See table 12-5.2.

Frontage yard type, cluster court means a frontage yard type where a group of houses has their primary facades facing a common green or open space that is horizontal to the primary frontage.

Frontage yard type, pedestrian forecourt means a frontage yard type where the primary facade is located near the lot line with an area setback to accommodate open space and the primary entrance of the building.

Frontage yard type, shallow means a frontage yard type where a maximum setback is provided to ensure the facade is close to the front property line.

Frontage yard type, standard means a frontage yard type where the facade is set back from the lot line. Fences are permitted and the setbacks are visually continuous with adjacent yards.

Frontage yard type, urban yard means a frontage yard type where the facade is at or near the lot line and the surface is paved.

Frontage yard type, vehicular forecourt means a frontage yard type where the primary facade is located near the lot line with an area setback to accommodate a driveway meant for passenger loading and unloading.

Functionally dependent use means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or

passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Funeral parlor, funeral home means a building used for the preparation of the deceased for burial and the display of deceased and ceremonies connected therewith before burial or cremations. The building may contain space for the storage and display of caskets, funeral urns, and other funeral supplies and may also include a crematory as an ancillary use.

Furniture manufacture/repair shop means an establishment primarily engaged in the manufacturing and repairing of furniture including cabinets, tables, desks, beds and any similar items. The use is classified as light industrial.

Gallery means a covered sidewalk in front of a storefront that supports either a roof or outdoor balcony above.

Garage, mechanical means buildings where maintenance, service, and repair of motor vehicles is offered, but does not include body work, painting, or storage for the purpose of using parts or any other activity that may be classified as a junkyard. See *Vehicle repair establishments*.

Garage, parking or storage means any building or premises except those described as a private garage used for the storage of automobiles. Services other than storage shall be limited to refueling, lubrication, washing, waxing and polishing.

Garage, residential means a building or area used as an accessory to, or part of, a main building permitted in any residential district, providing for the storage of motor vehicles, and in which no business occupation or service for profit is conducted in any way.

Garden wall means a freestanding wall built along the frontage line or aligned with the facade. It may mask a parking lot from the thoroughfare, provide privacy to a side yard, and/or strengthen the spatial definition of the public realm.

Gas station. See: Service station.

Glazing refers to the glass or other transparent or translucent material used on an exterior façade (i.e., glass windows and doors).

Golf course means a tract of land for playing golf, improved with tees, greens, fairways, hazards and which may include clubhouses and shelters. See golf driving range and golf, miniature.

Golf, miniature means a simplified version of golf, played on a miniature course.

Greenhouse means a structure used for the cultivation or protection of tender plants.

Greenhouse, commercial means a structure in which plants, vegetables, flowers and similar materials are grown for sale.

Greenway (also known as parkway, landscape strip, or verge) means the planting strip between the edge of the road and sidewalk or right-of-way, which may be used for tree planting.

Ground cover means low growing plants planted in such a manner as to form a continuous cover over the ground (e.g., Confederate Jasmine, English Ivy or other like plants).

Habitable space means building space which use involves human presence with direct view of the enfronting streets or public or private open space, excluding parking garages, self-service storage facilities, warehouses, and display windows separated from retail activity.

Handicraft shop means an establishment for making custom items not involving noise, odor, or chemical waste.

Health club, spa, exercise center means an establishment for the exercise and improvement of health, with or without specialized equipment.

Heritage trees. A protected tree identified by species in chapter 8, Landscaping, which is four times the minimum diameter breast height (DBH) or greater. Heritage trees are considered natural resources.

Highest adjacent grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic building means a building or structure that is:

a. At least 50 years in age or more;
b. Individually listed in the National Register of Historic Places;
c. A contributing property in a National Register of Historic Places listed district;

d. Designated as historic property under an official municipal, county, special district or state designation, law, ordinance or resolution either individually or as a contributing property in a district; or
e. Determined potentially eligible as meeting the requirements for listing in the National Register of Historic Places, either individually or as a contributing property in a district, by the Secretary of the Interior.

Historic site means a place, or associated structures, having historic significance.

Historic structure means a building, bridge, lighthouse, monument, pier, vessel or other construction that is 50 years in age or more and is designated or that is deemed eligible for such designation by a local, regional or national jurisdiction as having historical, architectural or cultural significance.

Home occupation means an accessory use of a service character customarily conducted within a dwelling by the resident thereof, which is clearly secondary to the use of the dwelling for living purposes and which does not change the character thereof or have any exterior evidence of such secondary use and in connection therewith is not involved in the keeping of a stock-in-trade.

Hospital means a building designed and used for the medical and surgical diagnosis, treatment and housing of persons under the care of doctors and nurses.

Hotel means a building in which lodging, or boarding and lodging, are provided and offered to the public for compensation.

Human-scaled means buildings and their elements designed to be comfortably viewed and experienced by people on foot.

Hybrid commercial means a commercial type in the C3C FDOT Context Zone that transitions between urban and suburban types, typically permitting one row of parking at the frontage.

Illicit connection means point source discharges to the city's MS4 or to waters of the United States, that are not composed entirely of stormwater and are not authorized by a permit.

Illicit discharge means discharge to the city's MS4 or to waters of the United States that is not composed entirely of stormwater, unless exempted pursuant to chapter 12-9, or the discharge to the city's MS4 or to waters of the United states that is not in compliance with federal, state, or local permits.

Impervious surface means a surface covered by an impermeable, nonporous material including concrete, asphalt, wood, metal, plastic, fiberglass, compacted clay, stone, and other substances. Any surface with a Soil Conservation Service (SCS) Curve Number (CN) greater than 30 shall be considered an impervious surface.

Industrial laundry. See *light industrial* definition.

Industrial, heavy means a use engaged in the basic processing and manufacturing of materials or products predominately from extracted or raw materials, or a use engaged in storage of, or manufacturing processes using flammable or explosive materials, or storage or manufacturing processes that potentially involve hazardous or commonly recognized offensive conditions. Uses included in this category include, but are not limited to bottling and canning plants, ice plants, welding and metal fabrication (except the fabrication of iron and steel or other metal for structural purposes, such as bridges, buildings, radio and television towers, oil derricks, and sections for ships, boats and barges).

Industrial, light means a use engaged in the manufacture, predominantly from previously prepared materials, of finished products or parts, including processing, fabrication, assembly, treatment, packaging, incidental storage, sales, and distribution of such products, but excluding basic industrial processing. Uses included in this category include, but are not limited to industrial bakeries, ice cream plants, research and pharmaceutical laboratories, assembly of electrical appliances and instruments, furniture manufacturing, light metal fabrication and assembly, quick-freeze plants, and industrial laundries and dry cleaners using combustible or flammable liquids or solvents with a flash point of 190 degrees Fahrenheit or less which provide industrial type cleaning, including linen supply, rug and carpet cleaning, and diaper service.

Interstate corridor means the area within 125 feet of either side of the rights-of-way of Interstate Highways I-10 or I-110.

Irrigation system means the water supply system used to irrigate the landscaping consisting of an underground sprinkler system, outlets for manual watering, or other appropriate technology.

Joint or shared access driveways means a method whereby adjoining property owners share a common driveway. These driveways will generally be placed along a common property line, but are not restricted to that method.

Joint, shared, and cross access systems means the driveways and parking areas utilizing these methods.

Junkyard means a parcel of land used for the collecting, storage and/or sale of waste paper, rags, scrap metal or discarded material, or for the collecting, dismantling, storage, salvaging or sale of parts of machinery or vehicles not in running condition.

Kennel means an establishment that is licensed to house dogs, cats, or other household pets overnight and where breeding, boarding, training, or selling of animals is conducted as a business. The term includes pet resorts, but does not include pet grooming or pet day care establishments (see personal service shop definition).

Land use means the specific purpose for which land or a building is designated, arranged, intended, or for which it is or may be occupied or maintained.

Landfill means any solid waste land disposal area for which a permit, other than a general permit, is required by F.S. § 403.707 and which receives solid waste for disposal in or upon land. The term does not include a land-spreading site, an injection well, a surface impoundment, or a facility for the disposal of construction and demolition debris.

Landscape material, living means any vegetation used for landscaping purposes, including, but not limited to, trees, shrubs, vines, lawn grass, and ground cover that is alive at the time of planting and maintained in a healthy, living condition.

Landscape material, nonliving means durable inorganic or manufactured materials used in landscaping design, including but not limited to artificial turf, rocks, pebbles, gravel, mulch, wood chips, sand, and weed barriers, including, but not limited to, polypropylene and jute mesh, brick pavers, and earthen mounds. Impervious surfaces for vehicular use are not deemed to be non-living landscaping.

Laundromat means an establishment providing coin-operated washing and dry-cleaning machines on the premises.

Letter of map change (LOMC) means an official determination issued by FEMA that amends or revises an effective flood insurance rate map or flood insurance study. Letters of map change include:

a. *Letter of map amendment (LOMA):* An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective flood insurance rate map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.
b. *Letter of map revision (LOMR):* A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.
c. *Letter of map revision based on fill (LOMR-F):* A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.
d. *Conditional letter of map revision (CLOMR):* A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective flood insurance rate map or flood insurance study; upon submission and approval of certified as-built documentation, a letter of map revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck means as defined in 40 CFR 86.082-2, any motor vehicle rated at 8,500 pounds gross vehicular weight rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

a. Designed primarily for purposes of transportation of property or is a derivation of such a vehicle;
b. Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
c. Available with special features enabling off-street or off-highway operation and use.

Local business tax receipt inspection certificate means either:

a. For a new building or a change of occupancy classification, a certificate of occupancy issued by the building official; or
b. For an existing nonresidential building, an official certification by the fire department that such building conforms to the NFPA 1, Fire Prevention Code, and may be used or occupied.

Such certificate is granted for a change in tenancy, business ownership, or nature of use in existing nonresidential buildings. With respect to existing buildings, such certificate shall mean only that, in the opinion of the official issuing the certificate, the

building, or the part thereof for which the certificate is issued, is deemed to be in compliance with applicable codes. No such certificate shall be a warranty of code compliance.

Liner building means a building specifically designed to mask a parking lot or a parking structure from a frontage.

Lodge means the hall or meeting place of a local branch or the members composing such a branch of an order or society.

Lot means a parcel, plot, or tract of land having fixed boundaries and having an assigned number, letter or other name through which it may be identified. For the purpose of this title the word "lot" shall be taken to mean any number of contiguous lots or portions thereof, upon which one or more main structures for a single use are erected or are to be erected.

Lot, corner means a lot abutting upon two or more streets at their intersection.

Lot, interior means a lot other than a corner lot.

Lot, nonconforming means any lot that does not meet the requirements for minimum lot area, lot width, preservation of heritage trees not subject to removal under this Code, or yard requirements for any use, for the district in which such lot is located.

Lot, through means an interior lot having frontage on two streets (also known as *double frontage lot*) or corner lots having frontage on three or more streets.

Lot coverage means the area of a site covered by all principal and accessory buildings and any parking areas, walkways, drives or other impervious surfaces, unless otherwise specified by the zoning district. See *building coverage*.

Lot depth means the distance measured in the mean direction of the side line of the lot from midpoint of the front line to the midpoint of the opposite main rear line of the lot.

Lot of record means an area designated and owned as a separate and distinct parcel of land on a legally recorded deed as filed in the public records of the county prior to July 24, 1965.

Lot lines means the property lines bounding a lot.

Lot width means the distance between the side lot lines measured along the street right-of-way lines or the building setback lines.

Lowest floor means the lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24.

Maintenance means that action taken to restore or preserve structures, buildings, yards or the functional intent of any facility or system.

Major recreational equipment means all travel trailers, camping trailers, truck campers, motor homes, boats, boat trailers, racecars, utility trailers, dune buggies and similar recreational equipment.

Major subdivision. See: Subdivision.

Manufactured building, modular building means a closed structure, building assembly, or system of subassemblies, which may include structural, electrical, plumbing, heating, ventilating or other service systems manufactured in manufacturing facilities for installation or erection, with or without other specified components, as a finished building, or as part of a finished building, and bearing the insignia of approval of the state department of community affairs. Manufactured buildings shall include, but not be limited to, residential, commercial, institutional, storage, and industrial structures. Manufactured buildings are permitted in any zoning district in the city. This does not include mobile homes or manufactured homes.

Manufactured home means a single-family dwelling unit fabricated on or after June 15, 1976, in an off-site manufacturing facility for installation or assembly at the building site, with each section bearing a seal certifying that it is built in compliance with the U.S. Department of Housing and Urban Development construction and safety standards (HUD Code). The term "manufactured home" does not include a "recreational vehicle" or "park trailer." Manufactured homes fall into one of the following two categories:

Manufactured Home, Residential Design or RDMH means a manufactured home that meets certain residential design criteria described in chapter 12-6 and that is compatible with site-built dwellings.

Manufactured Home, Standard Design or SDMH means a manufactured home that does not meet the residential design criteria.

Manufactured home, for floodplain management purposes, means a structure, transportable in one or more sections, which is eight feet or more in width and greater than 400 square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer."

Manufactured home park means a parcel of land under single ownership on which more than one manufactured home or space for such is located and available for rent or lease.

Marina means a place for docking boats and/or providing services to boats and the occupants thereof, including minor servicing and repair to boats while in the water, sale of fuel and supplies, and/or provision of food, beverages, and entertainment as accessory uses.

Market value means the value of buildings and structures, excluding the land and other improvements on the parcel. Market value is the actual cash value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, or tax assessment value adjusted to approximate market value by a factor provided by the county property appraiser.

Martial art means pertaining to manual self-defense, unarmed, hand-to-hand combat including karate, judo and jujitsu.

Mean high water line means the line formed by the interaction of the tidal plane of mean high tide with the shore.

Minimum descent altitude means the lowest altitude, expressed in feet above mean sea level, to which descent is authorized on final approach or during circle-to-land maneuvering in execution of a standard instrument approach procedure where no electronic glide slope is provided.

Minimum obstruction clearance altitude means the specified altitude in effect between radio fixes or VOR airways, off-airway routes, or route segments which meets obstruction clearance requirements for the entire route segment and which assure acceptable navigational signal coverage only within 22 miles of a VOR.

Mini-warehouse; mini-storage means a structure containing separate storage spaces of varying sizes leased or rented on an individual basis.

Minor subdivision. See: Subdivision.

Mobile home means a transportable, factory-built home, designed to be used as a year-round residential dwelling but not conforming to the definition of a manufactured home.

Mobile home park means a parcel of land under single ownership on which more than one mobile home or space for such is located and available for rent or lease.

Modular home. See: Manufactured building.

Monopole means a structure consisting of a single steel or concrete shaft that is designed and constructed for the sole purpose of supporting one or more personal wireless antennas.

Mortuary means a place for the storage of human bodies prior to their burial or cremation.

Motel means a building in which lodging, or boarding and lodging, are provided and offered to the public in contradistinction to a boarding or lodging house, or a multiple-family dwelling, same as a hotel, except that the buildings are usually designed to serve tourists traveling by automobile, ingress to rooms need not be through a lobby or office, and parking usually is adjacent to each unit.

Motor home means a structure built on and made an integral part of a self-propelled motor vehicle chassis, designed to provide temporary living quarters for recreation, camping, and travel use.

Multifamily. See: Dwelling, multifamily

Municipal separate storm sewer system or *MS4* means a conveyance, storage area or system of conveyances and storage areas (including, but not limited to, roads with drainage systems, streets, catch basins, curbs, gutters, ditches, manmade channels, storm drains, treatment ponds, and other structural BMPs) owned or operated by a local government that discharges to waters of the United States or to other MS4s, that is designed solely for collecting, treating or conveying stormwater, and that is not part of a publicly owned treatment works (POTW) as defined by 40 CFR 122.2 or any amendments thereto.

National pollutant discharge elimination system or *NPDES* means the national program for issuing, modifying, revoking, and reissuing, terminating, monitoring, and enforcing permits, and imposing and enforcing pretreatment requirements, pursuant to the provisions of the Clean Water Act, 33 USC 1251 et seq.

National Register of Historic Places means the official Federal list of districts, sites, buildings, structures and objects determined significant in American history, architecture, archaeology, engineering and culture.

Neighborhoods means all the areas of the city.

New construction means, for the purposes of administration of the floodplain chapter and the flood resistant construction requirements of the Florida Building Code, means structures for which the "start of construction" commenced on or after September 15, 1977 and includes any subsequent improvements to such structures.

Noise zones. See chapter 12-12.

a. Noise zone A means an area of minimal noise exposure between the 65-70 DNL noise contour in which land use is normally acceptable for construction of buildings that include appropriate noise attenuation measures.
b. Noise zone B means an area of moderate noise exposure between the 70-75 DNL noise contour in which land use should require aviation easements and appropriate sound level reduction measures for the construction of buildings.
c. Noise zone C means an area of significant noise exposure within the 75 DNL contour in which land use should be limited to activities that are not noise sensitive.

Nonconforming lot. See: Lot.

Nonconforming structure means any structure that does not meet the limitations on building size and location on a lot, for the district in which such structure is located.

Nonconforming use means any use of land that is inconsistent with the provisions of this chapter or amendments thereto.

Non-contributing resource means a building, site, structure, or object located within a historic district that does not contribute to the district's historic architectural qualities, historical or traditional cultural associations, or archeological significance.

Nonresidential use means any use of land that is not defined as an office, commercial or industrial land use and which is permitted within a residential district, including public uses, churches, day care centers, etc.

Obstruction means any existing or proposed object, terrain, or structure construction or alteration that exceeds the federal obstruction standards contained in 14 CFR part 77, subpart C. The term includes:

a. Any object of natural growth or terrain;
b. Permanent or temporary construction or alteration, including equipment or materials used and any permanent or temporary apparatus; or
c. Alteration of any permanent or temporary existing structure by a change in the structure's height, including appurtenances, lateral dimensions, and equipment or materials used in the structure.

Occupational license inspection certificate means either:

a. For a new building or a change of occupancy classification, a certificate of occupancy issued by the building official; or
b. For an existing nonresidential building, an official certification by the fire department that such building conforms to the NFPA 1, Fire Prevention Code, and may be used or occupied.

Such certificate is granted for a change in tenancy, business ownership, or nature of use in existing nonresidential buildings. With respect to existing buildings, such certificate shall mean only that, in the opinion of the official issuing the certificate, the building, or the part thereof for which the certificate is issued, is deemed to be in compliance with applicable codes. No such certificate shall be a warranty of code compliance.

Opacity means the degree of obscuration of light.

Opaque means the characteristic of excluding or screening visual contact.

Outbuilding. See Accessory Use/Structure definition.

Outdoor seating area, in the context of restaurants, means a designated space with tables and/or chairs where patrons can sit and order meals for consumption outside the enclosed portion of the building.

Outdoor storage means the storage or display outside of a completely enclosed building, of merchandise offered for sale as a permitted use or of equipment, machinery and materials used in the ordinary course of a permitted use. Items used in renovation or construction, where a building permit has been issued, are exempt from this definition for purposes of this title.

Parallel means two lines or planes that are equidistant apart and do not touch on an infinite plane.

Parapet means the extension of a false front or wall above a roof line.

Parking lot means an area or plot of land used for the storage or parking of vehicles.

Park trailer means a transportable unit that has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances.

Paving means to cover or lay with concrete, stones, bricks, tiles, wood or the like to make a firm, level surface. The term paving in this section includes all pavement materials, both pervious and impervious.

Pawn shop means an establishment that advances funds to a person for personal property on condition that the pledged property is left in the possession of the pawnbroker until redeemed by the pledger within an established period of time. If not redeemed within that time, the pawnbroker may then sell the property.

Permanent perimeter enclosure means a structural system completely enclosing the space between the floor joists of a home and the ground.

Permitted use means a use by right that is specifically authorized in a particular zoning district.

Personal service shop means an establishment engaged in providing services including the care of a person or his or her apparel, or any of the following services: barbershops, beauty shops, dry cleaners, laundromats, tailoring shops, watch repair shops, body tanning centers, gymnastics, health clubs, martial arts, exercise centers, spas, weight loss centers, pet grooming, pet day cares, or any similar services with the exception of those expressly referenced elsewhere in this code.

Personal wireless antenna means a surface from which radio signals are transmitted or received for purposes of providing personal wireless services.

Personal wireless facility means a personal wireless antenna, a personal wireless tower, an equipment cabinet, or any combination thereof.

Personal wireless services means commercial mobile service, unlicensed wireless services, and common carrier wireless exchange access services.

Personal wireless tower means an antenna support structure or a monopole.

Pervious means materials or natural earth that allows for the natural percolation of water.

Planning board means the board appointed and functioning under this Code as the "local planning agency" pursuant to the provisions of F.S. § 163.3174.

Planning office and planning staff means the personnel employed and assigned by the mayor to perform the responsibilities of the planning services department and planning staff under this Code.

Planting area means any area designed for landscape material installation.

Plat means a map or delineated representation of the subdivision of lands, being a complete exact representation of the subdivision and other information in compliance with the requirement of all applicable sections of this title.

Point source means any discernible and confined conveyance, including, but not limited to, any pipe, ditch, channel, conduit, well, container, rolling stocks, concentrated animal feeding operation, vessel, or other floating craft from which pollutants are discharged. This term does not include return flows from irrigated agriculture.

Pollutant means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials (except those regulated under the Atomic Energy Act of 1954, as

amended, 43 USC 2011 et seq.), heat, wrecked or damaged equipment, rock, sand, and industrial, municipal and agricultural waste discharged into the MS4.

Porch means a private facade type that is an open-air room appended to the mass of a building with a floor and roof but no walls on at least two sides. A screen enclosure is not considered a wall for purposes of this definition.

Post-secondary educational institution means an institution that students attend after completing high school. It includes colleges, universities, vocational/trade schools.

Precision instrument runway means a runway having an instrument approach procedure utilizing an instrument landing system (ILS) or a precision approach radar (PAR).

Predevelopment condition means topography, soils, vegetation, rate, volume and direction of surface or groundwater flow existing immediately prior to development based on best available historical data.

Principal building means the main building on a lot, usually located toward the primary frontage.

Principal building facade means the front of the building that faces the primary frontage.

Private club means buildings, facilities and property owned and operated by a corporation or association of persons for social or recreational purposes, including those organized chiefly to promote friendship or welfare among its members, but not operated primarily for profit or to tender a service that is customarily carried on as a business.

Protected tree means native trees protected by chapter 12-8, as identified by species and size in that chapter.

Public transit bus shelter means a structure or facility located at a site designated and approved by the operating transit agency and the city whose purpose is to protect passengers from the elements.

Public use means the use of land, buildings, or structures by a governmental agency to provide protective, administrative, social, or recreational services directly to the general public, including police or fire stations, city buildings, community centers, libraries, post offices, and any other public facility providing the above services, but shall not be deemed to include public land or buildings devoted solely to the storage and maintenance of equipment and materials or the provision of utilities (e.g., landfills, water treatment plants, lift stations, and similar uses – see UTILITY USE), or cultural facilities.

Quadruplex. See Dwelling, multifamily.

Receiving bodies of water means water bodies, watercourses or wetlands into which surface waters flow.

Reclaimed water means water that has received at least advanced secondary treatment and basic disinfection and is reused after flowing out of a wastewater treatment facility.

Recreation indoor means enclosed public or private facilities containing amusement, entertainment, and/or recreational activities, such as theaters, bowling alleys, pool halls, and indoor sports facilities, such as tennis courts, handball courts, and swimming pools. The term shall not include indoor shooting ranges.

Recreation outdoor (active) means a public or private recreation area designed for vigorous activities conducted outdoors, such as, but not limited to, amusement parks, sports and athletic facilities (e.g., tennis, basketball, racquetball), miniature golf, go-cart tracks, water slides, and similar activities. The term shall not include outdoor shooting ranges.

Recreation, passive means public or private outdoor areas designed for low-impact recreational activities that emphasize the enjoyment of natural settings with minimal disturbance to the environment. Examples include nature or jogging trails, picnic pavilions, bird sanctuaries, botanical gardens, fishing piers, boat ramps, or similar features as well as support facilities associated with said uses.

Recreational vehicle means a vehicle, including a park trailer, which is:

a. Built on a single chassis;
b. Four hundred square feet or less when measured at the largest horizontal projection;
c. Designed to be self-propelled or permanently towable by a light-duty truck; and
d. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

Repair establishments, light means businesses primarily engaged in repairing items such as electronics, appliances, furniture, medical equipment, musical instruments, vending machines, and similar types of equipment, where all activities occur indoors. See *service station* for establishments doing light repairs to vehicles.

Repair establishments, heavy means businesses primarily engaged in repairing items such as farming, plumbing, electrical, landscaping, or construction equipment, and similar equipment. See *vehicle repair* for establishments doing major repairs to vehicles.

Residential design manufactured home. See: Manufactured home.

Residential districts means zoning districts designated for residential use and include the following zoning classifications: RL-1, RL-2, RL-3, RM-1, RM-2, RM-3, R-ZL, RH-1, and RH-2.

Restaurant means any building or structure or portion thereof, in which food is prepared and served for pay primarily for consumption on the premises.

Restaurant, drive-in or drive-through means a drive-in or drive-through restaurant where provision is made on the premises for the selling, dispensing, or serving of food or beverages to customers in vehicles.

Retail sales and services means businesses which are primarily engaged in selling merchandise to customers for personal or household use, such as appliance stores, antique stores, auto part stores, bakeries, book stores, bicycle shops, camera shops, clothing stores, consignment stores department stores, drugstores, grocery stores, fabric shops, florist shops, furniture stores, gift shops, hardware stores, jewelry stores, liquor stores, luggage stores, medical marijuana dispensaries, music stores, newsstands, secondhand merchandise establishments, specialty shops, sporting goods stores, stationary stores, and toy stores. This term does not include junk yards or pawn shops.

Retention means the prevention of the discharge of stormwater runoff into surface waters by complete on-site storage where the capacity to store the given volume must be provided by a decrease of stored water caused only by percolation through soil, evaporation, or evapotranspiration (loss of water from soil both by evaporation and transpiration from the plants growing thereon).

Retention pond (basin) means a storage facility for the retention of stormwater.

Reuse means the deliberate application of reclaimed water, in compliance with the state department of environmental protection and Northwest Florida Water Management District rules, for a beneficial purpose.

Runoff means the surface flow of water that results from, and occurs following, a rainfall event.

Right-of-way means the areas of a highway, road, street or way reserved for public use, whether established by prescription, dedication, gift, purchase, eminent domain or any other legal means.

Roof, flat means a roof which is not pitched more than a 10-degree slope and which appears level.

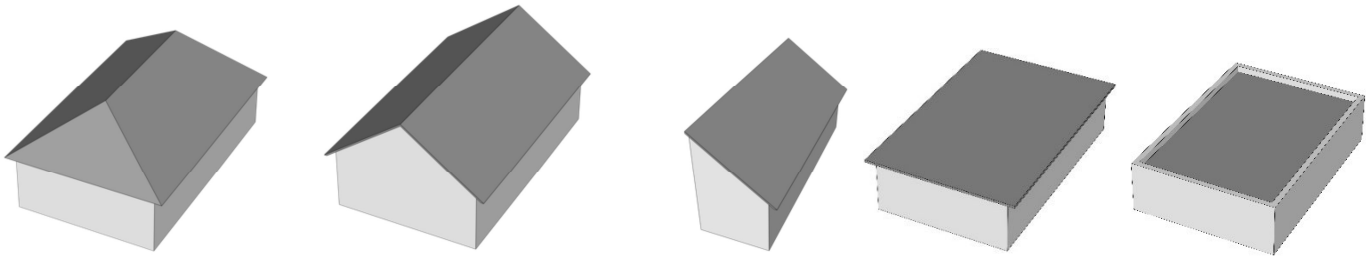
Roof, gabled means a roof with two sloped sides which meet to form a ridge.

Roof, hipped means a roof with four sloped sides.

Roof, pitched means a roof with sloped sides. Includes hipped, gabled, and shed roofs.

Roof, shed means a roof with a single sloped side.

Figure 12-2. 3. Roof Types



Hip roof *Gable roof* *Shed roof* *Flat roof* *Flat roof with parapet*

Rooftop-mounted antenna means any commercial communications or personal wireless antenna located on the roof or top of any building, public utility structure or permanent nonaccessory sign.

Rooming house. See: Boarding house.

Runoff means the amount of water from rain, snow, etc., that flows from a catchment area past a given point over a certain period. It is total rainfall, less infiltration and evaporation losses.

Runway means a defined area on an airport prepared for landing and take-off of aircraft along its length.

Sand dunes means naturally occurring accumulations of sand in ridges or mounds landward of the beach.

Satellite television transmitting and receiving dish means a device commonly concave in shape, mounted at a fixed point for the purpose of capturing and sending television signals transmitted via satellite communications facilities and serving the same or similar function as the common television antenna.

School means an institution primarily for academic instruction, public, parochial or private, and having a curriculum the same as ordinarily given in a public school. For the purpose of this code, this term does not include *post-secondary educational institutions*.

Screen or *screening* means a fence, wall, hedge, earth berm or any combination of these provided to create a visual and/or physical separation between properties, land uses or certain facilities. A screen may be located on the property line or elsewhere on the site, and where required in a buffer yard must be located within the required buffer yard.

Sediment means solid material, mineral or organic in suspension, that is being transported, or has moved from its site or origin by air, water or gravity.

Sedimentation facility means a structure or area designed to retain runoff, as in a retention or holding pond, until suspended sediments have settled.

Service station means a building or lot where automobile fuel, oil and/or grease are supplied and dispensed to the motor vehicle trade, or where battery, tire and other similar services are rendered. Activities involving major motor or drive train repairs, straightening of body parts, painting, welding, or other major mechanical and body work involving noise, glare, fumes, or smoke or housing more than three tow trucks are classified as “vehicle repair establishments.”

Setback, required means the closest (minimum setback) or farthest (maximum setback) distance that a building, parking area, sign, or other site features can be located from the adjacent property line, other structures, or environmental features. The terms required yard and required setback are used interchangeably in this code. See Yard definition.

Shade tree means any species of tree identified in chapter 12-8.

Sign means any device, display or structure, or part thereof, which advertises, identifies, displays, directs or attracts attention to an object, person, institution, organization, business, product, service, event or location by the use of words, letters, figures, designs, symbols, fixtures, colors, illumination or projected images.

Sign, abandoned means a sign which advertises a business that is no longer licensed, no longer has a certificate of occupancy, or is no longer doing business at that location.

Sign, accessory means a sign which directs attention to a profession, business, commodity, service, entertainment or other activity conducted, sold or offered on the premises.

Sign, advertising display area means the advertisement display surface area as measured from the outside edge of the sign or the sign frame, whichever is greater, excluding the area of the supporting structures provided that the supporting structures are not used for advertising purposes and are of an area equal to or less than the permitted sign area.

Sign, attached. See wall sign.

Sign, electronic reader board or electric means any sign designed to allow electronic message changes.

Sign, freestanding means a sign which is supported by one or more columns, uprights, or braces in or upon the ground and is not attached to a building.

Sign, internal illumination means a sign that is illuminated by a source which is contained within the structure of the sign. In the historic and preservation districts, internal illumination refers to signage in which light becomes visible by shining through a translucent surface, except for routed signs with opaque backgrounds and translucent letters, logos, etc.

Sign, nonaccessory means a sign which directs attention to a business, profession, commodity, service, entertainment or other activity conducted, sold or offered off the premises.

Sign, portable means a sign or advertising device designed to be temporary in nature and movable including those mounted on a trailer-type vehicle, with or without wheels. A-frame signs, balloon signs and all other similar types of signs not permanently attached to the ground or a building.

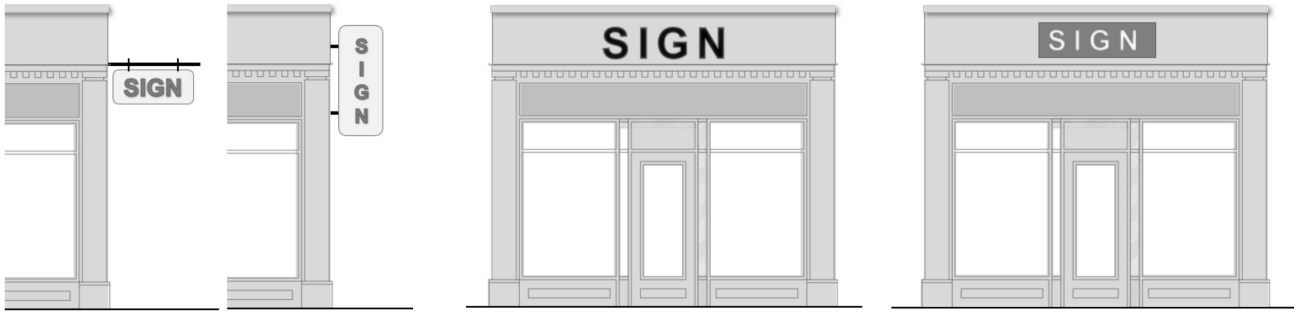
Sign, projecting. A sign attached to a building wall or other structure and extending perpendicular to its face.

Sign, temporary means signs that are erected for a period of time not to exceed one year, excluding signs that are handheld or continuously attended.

Sign, tri-faced nonaccessory means a sign composed of sections which rotate to display a series of advertisements, each advertisement being displayed for at least five seconds continuously without movement and the movement of the sections between displays being not more than two seconds.

Sign, wall sign means any sign painted on or attached to and erected parallel to the face of, or erected and confined within the limits of, the outside wall of any building or supported by such wall or building and which displays only one advertising surface.

Figure 12-2. 4. Building Sign Types



PROJECTING SIGNS *WALL SIGNS*

Significant building means a building with respect to which the architectural review board has made a determination that further examination is warranted to determine whether a delay in demolition should be required.

Significant construction activities means construction activities that result in the disturbance of five acres or more of total land area.

Significant redevelopment means the alteration of an existing development that results in the increase of the discharge of a stormwater facility beyond its previously designed and constructed capacity, or increased pollution loading, or changed points of discharge, except emergency repairs.

Single-family residential. See: Dwelling, single-family.

Site plan. See: Development plan.

Social services home/center means a facility that provides care and supervision to individuals who require assistance to meet their physical, emotional, and social needs. Types of social services homes/centers include the following: residential treatment facilities for individuals with alcohol or substance disorders, mental health treatment facilities; intermediate care facilities for individuals with intellectual or developmental disabilities; and group homes and similar foster care facilities. All such homes and centers shall be regulated by the Department of Health.

Special flood hazard area means an area in the floodplain subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as zone A, AO, A1—A30, AE, A99, AH, V1—V30, VE or V.

Specialty shop means a retail shop specializing in books, cards, jewelry, newspapers and magazines, gifts, antiques, stationery, tobacco, candy, craft distilleries, breweries and microbreweries (with an accessory use area allowing direct retail sale and

consumption on premises), and any similar specialty items and hand craft shop for custom work or making custom items not involving noise, odor or chemical waste.

Spill means illicit discharge.

Standard design manufactured home. See: Manufactured home.

Start of construction means the date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, or the construction of columns. Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Stealth technology means the use of both existing and future technology and techniques through which a personal wireless facility may be caused to blend in with its surroundings or resemble an object other than a personal wireless facility, including, without limitation, architectural screening of antennas, integration of antennas into architectural elements, painting of antennas, and disguising personal wireless towers to closely resemble trees, street lights, telephone poles, and similar objects. One example of existing technology is the use of small panel antennas concealed behind fiberglass panels.

Stoop means a facade type typically found on buildings positioned close to the front property line, where the ground floor is elevated for privacy and accessed by an exterior stair and landing. Common in single-family homes, townhouses, and apartment buildings with shallow setbacks.

Storefront. The façade of a building utilizing display windows, bulkheads, glass doors, awnings, canopies, signage and the like to attract visitors.

Stormwater means surface runoff and the discharge of runoff water resulting from rainfall.

Stormwater management plan means the detailed analysis required by chapter 12-9, article III.

Stormwater management system means the designed features of the property that treat stormwater, or collect, convey, channel, hold, inhibit, or divert the movement of stormwater. Examples are canals, ditches, culverts, dikes, storm sewers, swales, berms or other manmade facilities that control flow of surface water.

Stormwater runoff means the flow of water that results from, and that occurs immediately following, a rainfall event.

Story means a portion of a building between the any finished floor and the upper surface of the floor next above.

Story, half means a portion of a building under a sloping roof in which the wall plates on at least two opposite exterior walls are not more than five feet above the floor surface.

Street means a way for vehicular traffic, whether designated as a street, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, lane, place or however otherwise designated. The word "street" includes the following terms, further described as follows:

Streets, collector means streets that provide for the movement of traffic between major arterials and local streets and direct access to abutting property.

Street, local means streets that provide for direct access to abutting land and used for local traffic movements only.

Streets, major arterial means streets that provide for through traffic movement between areas and across the city, and direct access to major employment locations and commercial uses.

Streets, marginal access are minor streets that are parallel to and adjacent to arterial streets and highways; and that provide access to abutting properties and protection from through traffic.

Streets, minor arterial means streets that provide for traffic movement between major neighborhoods.

Streetscaping project means the use of elements, including but not limited to street furniture, trees, open/green spaces, sidewalks, and street markings, to enhance the character of the street.

Structural alteration means any change, except for repair or replacement, in the supporting members of a building, such as bearing walls, columns, beams or girders, or in the dimensions or configurations of the roof or exterior walls.

Structure means anything constructed or erected on a fixed location on the ground, or attached to something having a fixed location on the ground, including, but not limited to, a building, mobile home, wall, fence, tower, smokestack, utility pole, overhead transmission line or sign.

Studio means a workroom or place of study of an art, including painting, sculpting, photography, dancing, music and the other performing arts with the exception of those expressly referenced elsewhere in this chapter.

Subdivision means the division of a parcel of land into two or more parcels for the purpose of transfer of ownership or building development, or, if a new street is involved, any division of a parcel of land. The word includes resubdivision and shall relate to the process of subdividing or to the land subdivided. Refer to chapter 12-3 for the subdivision approval process and 12-9 for subdivision design regulations.

Subdivision, nonresidential means any subdivision, other than a residential, such as office, commercial, or industrial.

Substantial damage means damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred. The term also includes flood-related damage sustained by a structure on two separate occasions during a 10-year period for which the cost of repairs at the time of each such flood event, on average, equals or exceeds 25 percent of the market value of the structure before the damage occurred.

Substantial improvement means any repair, reconstruction, rehabilitation, alteration, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

a. Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
b. Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

Tattoo parlor or studio means an establishment that performs the placement of indelible pigment, inks, or scarification beneath the skin by use of needles for the purpose of adornment or art. For the purposes of this Code, "tattooing" does not include the practice of permanent makeup and micro pigmentation when such procedures are performed as incidental services in a medical office or in a personal services establishment such as a hair or nail salon.

Townhouse. See Dwelling, townhouse

Transportation project, for the purpose of the implementation of complete streets (chapter 12-7), means any development, project, program, or practice affecting the transportation network or occurring in the city public rights-of-way, including any construction, reconstruction, retrofit, signalization operations, resurfacing, restriping, rehabilitation, maintenance (excluding routine maintenance that does not change the roadway geometry or operations, such as mowing, sweeping, and spot repair), operations, alteration, and repair of any public street or roadway within the city (including alleys, bridges, frontage roads, and other elements of the transportation system).

Travel mode means the different means of transport around an area including by foot, bicycle, public transit, and car.

Travel trailer means a vehicular portable structure built on a chassis, designed and constructed to provide temporary living quarters for recreation, travel or camping purposes, of such size and weight not to require special highway movement permits when drawn by a passenger automobile.

Tree means any self-supporting, woody plant of a species that normally grows to an overall height of at least 15 feet.

Tree removal means any act that causes a tree to die within a period of two years; such acts, including, but not limited to, cutting; inflicting damage upon a root system by machinery, storage of materials, or soil compaction; changing of the natural grade above or below a root system or around the trunk; inflicting damage on a tree; permitting infection or pest infestation;

excessive pruning; or paving with concrete, asphalt or other impervious material within such proximity as to be harmful to a tree.

Understory vegetation means any shrubs or small trees that will grow beneath large trees.

Unlicensed wireless service means the offering of telecommunications using duly authorized devices that do not require individual licenses, but does not mean the provision of direct-to-home satellite services.

Used car lot means any parcel of land used for the storage, display, and sale of used automobiles in running condition.

Utility use, minor means lands, buildings, or structures used for the following utilities: unoccupied gas, water and sewer substations or pump stations, electrical substations and telephone substations, and similar uses.

Utility use, major means facilities used for the distribution of natural gas, oil or other petroleum product metering, regulating, compressor, control or distribution stations, but not storage facilities; power generating facilities; potable water storage, control, or pumping facilities; sewage pumping facilities; water and wastewater treatment plants; maintenance facilities; and solid waste transfer stations.

Variance means relaxation of the literal terms of this title where such variance will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of the terms of this title would result in unnecessary and undue hardship. As used in this title, a variance is authorized only for height, area, and size of structure or size of yards and open spaces. Establishment or expansion of a prohibited use shall not be allowed by variance, nor shall a variance be granted because of the presence of nonconformities in the zoning division or district or adjoining zoning divisions or districts.

Variance, as it relates to floodplain management, means a grant of relief from the requirements of chapter 12-10, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this chapter or the Florida Building Code.

Vehicle means every device, in, upon, or by which any person or property is or may be transported or drawn upon a highway.

Vehicle repair establishment means and establishment offering major motor, drive train, or suspension system adjustments or repair, other major mechanical and body work, straightening of body parts, painting, welding, or similar work.

Visual runway means a runway intended solely for the operation of aircraft using visual approach procedures and no instrument designation indicated on FAA approved airport layout plan, a military services approved military airport layout plan, or by any planning document submitted to the FAA by competent authority.

Wall means a vertical element with a horizontal length-to-thickness ratio greater than three, used to enclose space.

Walkability means a measurement of comfort, accessibility, convenience, safety, and ease of pedestrian movement throughout an area.

Water bodies means the natural or artificial watercourses, lakes, ponds, bays, bayous and coastal waters of the city that ordinarily or intermittently contain water and have discernible shorelines.

Watercourse means a river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

Water management structure means a facility that provides for storage of stormwater runoff and the controlled release of such runoff during and after a flood or storm.

Waters of the United States means surface water and groundwater as defined by 40 CFR 122.2.

Wetlands means fresh or salt water marshes, swamps, bays, or other areas characterized by specific vegetation types and plant communities, either flooded at all times, flooded seasonally or having a water table within six inches of the ground surface for at least three months of the year, or areas that support a dominance of wetland vegetation types listed in or meeting the conditions in DER Rules, F.A.C., ch. 17-25.

Yard means any area of the lot between a building or group of buildings and the nearest lot line. The terms yard and setback are used interchangeably in this code. See figure 12-2.6.

Yard, required (a.k.a., required setback) means the minimum (closest) or maximum (farthest) distance, measured at right angles from the lot line, which a building or structure must be placed from the lot line.

Yard, required front (a.k.a., required front setback) means the required yard situated between the front lot line and the finished face of the building facing that direction, extending the full width of the lot.

Yard, required rear (a.k.a., required rear setback) means the required yard situated between the rear lot line and the finished face of the building facing that direction, extending the full width of the lot, except for corner lots. On corner lots the rear yard extends from the interior side lot line to the streetside setback line. The minimum width of any required rear yard, at the building setback line, shall be equal or larger than the minimum width required for the front yard at the street right-of-way line.

Yard, required side (a.k.a., required side setback) means the required yard situated between a side lot line and the finished face of the building facing that direction, extending from the required front yard to the required rear yard or the rear lot line, where there is no rear yard. On a corner lot the required side yard setback line extends from the front building setback line to the rear lot line on the street side of the lot.

Yard, required street side (a.k.a., required street side setback) means the required yard along the side of a corner lot facing a right-of-way and situated between the street right-of-way line and the finished face of the building facing that direction, and extending from the front building setback line to the rear lot line.

Figure 12-2. 5. Yards

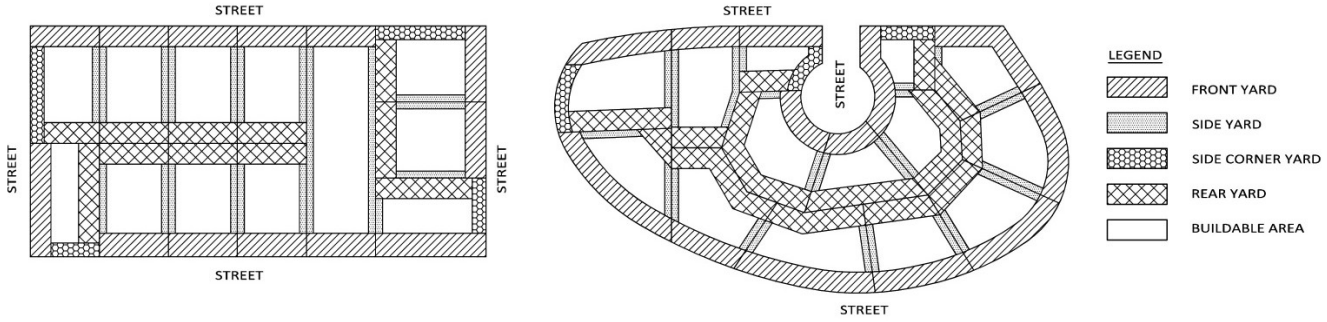
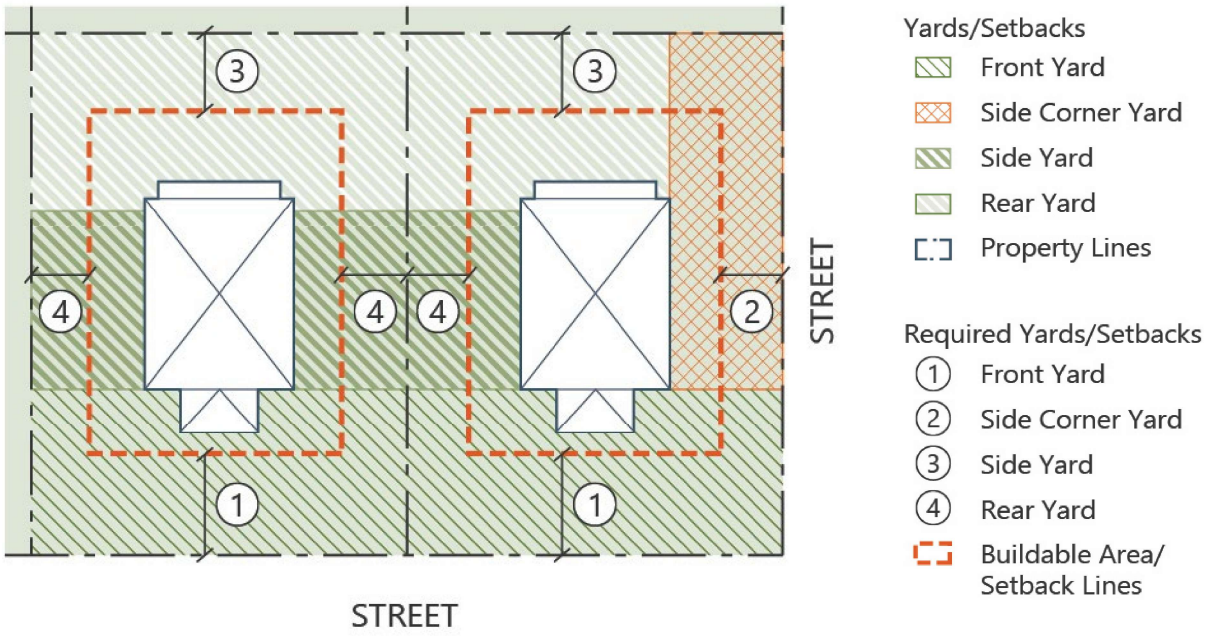


Figure 12-2. 6. Building Setbacks and Yards



Zero-lot-line dwelling. See Dwelling, zero-lot-line.

Zoning board of adjustment means a board of volunteers appointed by the city council to perform the duties specified in chapter 12-3.

SEC. 12-2-2. GENERAL INTERPRETATIVE TERMS.

For the purpose of this title, certain words, terms and symbols are to be interpreted as follows, unless the context clearly indicates otherwise:

Conflicts. The particular shall control the general. In case of any difference of meaning or implication between the text of these zoning regulations and any caption, figure, illustration, summary table, or illustrative table, the text shall control.

Figures and tables. Any chart or graphic presentation in this title that is specifically designated as a "Figure" or "Table" shall be deemed to be a part of the text of the title and controlling on all development. Wherever illustrations are not specifically designated as a “Figure” or “Table,” they are provided only as aids to the user of the chapter and shall not be deemed a part of its text.

Guidelines; regulations; standards. Guidelines are encouraged and recommended but not mandatory; regulations and standards are mandatory.

Interpretation of undefined terms. Terms not otherwise defined herein shall be interpreted first by reference to the city's adopted comprehensive plan, if specifically defined therein; secondly, by reference to generally accepted building code, engineering, planning or other professional terminology if technical; and otherwise according to common usage, unless the context clearly indicates otherwise.

Shall; should; may; includes. The word "shall" is mandatory; the word "should" is directive but not mandatory; the word "may" is permissive. The word "includes" shall not limit a term to the specific examples but is intended to extend its meaning to all other instances or circumstances of like kind or character.

Tense; number. Words used in the present tense can include the future; words in the masculine gender can include the feminine and neuter, and vice versa; words in the singular number can include the plural; and words in the plural can include the singular, unless the obvious construction of the wording indicates otherwise.

(Code 1986, § 12-1-8)

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CHAPTER 12-3. ADMINISTRATION AND ENFORCEMENT

ARTICLE I. REVIEW AUTHORITIES

Sec. 12-3-1. Minority representation on boards, authorities and commissions

(a) It is the expressed intent of this city to recognize the importance of balance in the appointment of minority and nonminority persons to membership on all boards, authorities and commissions and to promote that balance through the provisions of this section.

(b) For purposes of this article, "minority person" means:

(1) An African American; that is, a person having origins in any of the racial groups of the African Diaspora.

(2) A Hispanic American; that is, a person of Spanish or Portuguese culture with origins in Spain, Portugal, Mexico, South America, Central America, or the Caribbean, regardless of race.

(3) An Asian American; that is, a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands, including the Hawaiian Islands prior to 1778.

(4) A Native American; that is, a person who has origins in any of the Indian Tribes of North America prior to 1835.

(5) An American woman.

(c) In addition, the city recognizes the importance of including persons with physical disabilities on all boards, authorities and commissions. Furthermore, it is recognized that all boards, authorities and commissions play a vital role in shaping public policy for the city, and the selection of the best-qualified candidates is the paramount obligation.

(d) In appointing members to boards, authorities and commissions, the council should select, from among the best-qualified persons, those persons whose appointment would ensure that the membership of the board, authority or commission accurately reflects the proportion that minority persons represent in the population of the city as a whole, unless the law regulating such appointment requires otherwise, or minority persons cannot be recruited. If the size of the board, authority or commission precludes an accurate representation of minority persons, appointments should be made that conform to the requirements of this section insofar as possible.

(Code 1986, § 12-13-6; Ord. No. 20-12, § 1, 9-13-2012)

Sec. 12-3-2. City council

(a) *Power and Duties*. The city council shall have the following powers and duties:

(1) To legislate for the City by adopting ordinances and resolutions in the best interest of the community.

(2) To review quasi-judicial applications and make a decision based upon competent, substantial evidence.

(3) To review applications as described in this Code and make decisions on those applications based on the described criteria.

(4) To appoint members to the zoning board of adjustment, the architectural review board, and the planning board.

(b) *Vote required.* Four members of the board shall constitute a quorum, and the affirmative vote of majority of the quorum shall be necessary for any action.

(c) *Authority and duties of the city council.* The city council shall have the following authority and duties:

(1) To vote on matters related to the preparation, adoption and amendment of the comprehensive plan;

(2) To review and vote on ordinances designed to promote orderly development as set forth in the comprehensive plan;

(3) To hear and vote on applications on the following land use matters:

a. Proposed zoning change of any specifically designated property;

b. Proposed amendments to the overall zoning ordinance; and

c. Proposed street/alley vacation.

Sec. 12-3-3. Zoning board of adjustment

The zoning board of adjustment is hereby established.

(a) *Membership.* The zoning board of adjustment shall consist of nine members appointed by the city council. Members must be residents or property owners of the city. No member shall be a paid or elected official or employee of the city.

(b) *Terms of office; removal from office; vacancies.* Members of the board shall serve for staggered terms of not less than three or more than five years or thereafter until their successors are appointed. Not more than a minority of the terms of such members shall expire in any one year. Any member of the board may be removed from office in accordance with F.S. § 112.501 and/or the policy and procedures set forth by the city council. Any vacancy occurring during the unexpired term of office of any member shall be filled by the city council for the remainder of the term. Such vacancy shall be filled as soon as is practical.

(c) *Officers, rules of procedure, employees.* The board shall elect a chairperson and a vice-chairperson from among its members. The planning services department shall serve as secretary to the board. The building official, or his or her representative, shall serve as an advisor to the board. The board may create and fill such other offices as it may determine to be necessary for the conduct of its duties. Terms of all such offices shall be for one year, with eligibility for reelection. The board shall adopt rules for transaction of its business, and shall keep a record of its resolutions, transactions, findings and determinations, which record shall be a public record. Meetings of the board shall be held once a month at the call of the chairperson and at such times as the board may determine.

(d) *Duties and powers.* The board shall have the power and duty to:

(1) Hear and decide appeals where it is alleged there is an error in any order, requirement, decision, or determination made by city staff in the enforcement of this title;

(2) Consider and act upon applications for variances;

(3) To hear and decide administrative applications for uses not expressly permitted by district regulations within the Pensacola historic district, North Hill preservation district and Old East Hill preservation district.

(4) To hear and decide requests for time extensions beyond the 18-month time period for the continuation of nonconforming uses that are damaged or destroyed as the result of fire, explosion or other casualty, or act of God, or the public enemy. Such time extensions may be granted by the zoning board of adjustment upon proof by the landowner that the landowner has proceeded with diligence to restore the use and circumstances beyond the landowner's control have made the period of time inadequate.

(e) *Vote required.* The concurring vote of five members of the board shall be necessary to reverse any order, requirement, decision or determination of the building official, or to decide in favor of the applicant on any matter upon which it is required to pass under this title, or to effect any variance in the application of this title.

(Code 1986, § 12-13-1; Ord. No. 8-99, § 10, 2-11-1999; Ord. No. 15-00, § 10, 3-23-2000; Ord. No. 12-09, § 4, 4-9-2009)

Sec. 12-3-4. Planning board

The planning board is hereby established.

(a) *Membership.* The planning board shall consist of seven members appointed by the city council. One appointee shall be an architect licensed by the State of Florida. All members must be residents or property owners of the city and no member shall be a paid employee or elected official of the city.

(b) *Term of office; removal from office; vacancies.* Members of the planning board shall serve for terms of two years or thereafter until their successors are appointed. Any member of the board may be removed from office during the two-year term in accordance with F.S. § 112.501 and/or the policy and procedures set forth by city council. Any vacancy occurring during the unexpired term of office of any member shall be filled by the city council for the remainder of the term. Such vacancy shall be filled as soon as is practical.

(c) *Officers; employees; technical assistance.* The board shall elect a chairperson and a vice-chairperson from among its members on an annual basis. The planning services department shall serve as secretary to the board. The board may create and fill such

other offices as it may determine to be necessary for the conduct of its duties. Terms of all offices shall be for one year, with eligibility for reelection. The board shall be authorized to call upon any branch of the city government at any time for information and advice that in the opinion of the board will ensure efficiency of its work.

(d) *Rules of procedure, meetings and records.* The board shall adopt rules of procedure for the transaction of its business, and shall keep a record of its resolutions, transactions, findings and determinations. The board shall hold regular meetings once a month, and special meetings at such times as the board may determine or at the call of the chairperson thereof, or the planning services department for the consideration of business before the board. All regular and special meetings of the board shall be open to the public. A written record of the proceedings of the board shall be kept showing its actions on each question considered, and filed in the office of the secretary of the board. Any matter referred to the board shall be acted upon by the board within 45 days of the date of reference, unless a longer or shorter period is specified.

(e) *Vote required.* Four members of the board shall constitute a quorum, and the affirmative vote of majority of the quorum shall be necessary for any action thereof.

(f) *Authority and duties of the planning board.* The planning board shall have the following authority and duties:

(1) To advise the city council concerning the preparation, adoption and amendment of the comprehensive plan;

(2) To review and recommend to the city council ordinances designed to promote orderly development as set forth in the comprehensive plan;

(3) To hear applications and submit recommendations to the city council on the following land use matters:

a. Proposed zoning change of any specifically designated property;

b. Proposed amendments to the overall zoning ordinance;

c. Proposed street/alley vacation;

d. Proposed special planned developments;

e. Major revisions to approved Specific Site Developments (SSDs);

(4) To review and make a final decision on the following applications:

a. Proposed conditional uses;

b. Nonresidential parking in the RL-3, RM-1, RM-2, RM-3, R-ZL, RH-1, RO, R-NCB, PR-1, and PR-2 zoning districts.

c. New development within the conservation and redevelopment districts (except for single-family and duplex residential);

d. Proposed multifamily developments over 35 feet in height within the RH-1 district;

e. Proposed buildings over 45 feet in height in the RO, R-NC, R-NCB and C-1 districts;

f. Exceptions to the maximum size of commercial uses in the R-NC district; and

g. Proposed variances for property within the South Palafox business district, the waterfront redevelopment district, and the gateway redevelopment district.

(5) To initiate land use studies. These may include, but are not limited to, studies on housing, commercial and industrial facilities, parks, schools, public buildings, public and private utilities, traffic, transportation and parking;

(6) To schedule and conduct public meetings and hearings pertaining to land development as required in other sections of the Code.

Sec. 12-3-5. Architectural review board

The architectural review board is hereby established.

(a) *Membership*. The architectural review board shall be composed of the following members appointed by city council:

(1) Two members nominated by the University of West Florida Historic Trust, each of whom shall be a resident of the city.

(2) Two architects licensed by the State of Florida, each of whom shall be a resident of the city.

(3) Two members who are resident property owners of the Pensacola historic district, North Hill preservation district, or Old East Hill preservation district.

(4) One member who is a property or business owner in the Palafox historic business district.

(b) *Terms of office; vacancies; removal from office.* Members of the architectural review board shall serve for staggered terms of two years or thereafter until their successors are appointed. Any member of the board may be removed from office in accordance with F.S. § 112.501 and/or the policy and procedures set forth by the city council. Any vacancy occurring during the unexpired term of office of any member shall be filled by the city council for the remainder of the term. Such vacancy shall be filled as soon as is practical, but in no case later than 60 days from the date the vacancy occurs.

(c) *Officers; and technical assistance.* The board shall elect from among its members a chairperson and vice-chairperson and such other officers as it may determine. The terms of officers shall be one year, with eligibility for reelection, and officers shall serve until their successors are selected and qualified. The planning services department shall serve as secretary to the board. The building official shall serve as an advisor to the board. The board may call upon any branch of the city government at any time for information and advice which in the opinion of the board will ensure efficiency of its work.

(d) *Rules of procedure, meetings, and records.* The board shall adopt rules of procedure for the transaction of its business, and shall keep a record of its resolutions, transactions, findings and determinations. The board shall hold regular meetings once a month and special meetings at such times as the board may determine or at the call of the chairperson or the planning services department. There shall be a minimum of four (4) meetings per calendar year. All regular and special meetings of the board shall be open to the public, publicly announced in advance, and include a previously advertised agenda. A written record of the proceedings of the board shall be kept showing its actions on each question considered and shall be filed in the office of the secretary of the board.

(e) *Rules of procedure for abbreviated reviews*. The board shall adopt written rules and procedures for abbreviated review for paint colors, minor repairs, and minor deviations in projects already approved by the board. This process may authorize the board to designate one of its members to undertake such abbreviated review without the necessity for review by the entire board; provided, however, such abbreviated review process shall also require review by staff. If agreement cannot be reached as it pertains to a request for abbreviated review by the board designee and staff, then the matter will be referred to the entire board for a decision.

(f) *Rules of procedure for abbreviated reviews.* The board shall adopt written rules and procedures for abbreviated review of paint colors, minor repairs, and minor deviations in projects already approved by the board. This process may authorize the board to designate one of its members to undertake such abbreviated review without the necessity for review by the entire board; provided, however, such abbreviated review process shall also require review by staff. If agreement cannot be reached as it pertains to a request for abbreviated review by the board designee and staff, then the matter will be referred to the entire board for a decision.

(g) *Duties.*

(1) The board shall be responsible for the preservation and protection of buildings of historic and architectural significance while maintaining and enhancing the following districts:

a. Pensacola historic district.

b. North Hill preservation district.

c. Old East Hill preservation district.

d. Palafox historic business district.

(2) The board shall review and approve or deny plans for the construction, renovation, or demolition of buildings within these historic districts. Its role includes ensuring the preservation of historical integrity and architectural character. Additionally, the board has the authority to grant variances from zoning ordinances, as outlined in article XI of this chapter, for properties within the Pensacola historic district, the North Hill preservation district, the Old East Hill preservation district, and the Palafox historic business district.

(3) The board shall initiate and maintain an ongoing process to identify, evaluate, and document historically or archaeologically significant resources, districts, sites or zones within the city. All inventory materials shall be compatible with the Florida Master Site File. The Board shall maintain a detailed inventory of designated resources. Such materials shall be available to

the public upon request. The inventory shall be reviewed and updated periodically. Copies of inventory materials, as permitted by law, regulation or statute, shall be provided to the Florida Historic Preservation Office.

(h) *Voting.* No meeting shall be held without at least four of the board members present. All decisions may be rendered by a simple majority of the board members present and voting.

Sec. 12-3-6. Architect advisors for the CRA urban design overlay

The architect advisors for the CRA urban design overlay standards abbreviated review process are hereby established:

(a) *Membership.* There shall be two architect advisors, a primary and an alternate. The alternate architect advisor shall serve when the primary architect advisor has a conflict of interest. The architect advisors shall be appointed by city council. To qualify for appointment, an applicant shall be licensed as an architect by the State of Florida and licensed to conduct business within the City of Pensacola.

(b) *Terms of office; vacancies; removal from office*. Appointed architect advisor(s), in primary or alternate roles, shall serve for terms of two years or thereafter until their successors are appointed. Any advisor may be removed from their duties in accordance with F.S. § 112.501 or upon determination by the city council that its policies and procedures have been violated by the advisor. Any vacancy occurring during the unexpired term of office of any member shall be filled by the city council for the remainder of the term. Such vacancy shall be filled as soon as is practical.

(c) *Duties*. The advisors shall have power and duty to review modifications in design and development within the community redevelopment area urban design overlay district. As such, they are authorized to provide recommendations which achieve the intent of the CRAUDOD.

Sec. 12-3-7. To 12-3-9. Reserved

ARTICLE II. GENERAL PROCEDURES FOR THE REVIEW OF ALL APPLICATIONS

Sec. 12-3-10. Purpose

The purpose of this Part is to set forth procedural requirements and review criteria for decisions made pursuant to this code and the comprehensive plan.

Sec. 12-3-11. Applicability

All development activities, as defined in chapter 12-2, shall require development approval pursuant to this chapter. The following activities are exempt but require building permits.

- Swimming pools;
- Decks;
- Patios;
- Fences;
- Sheds;
- Pergolas;
- Sign installation;
- Tree removal;
- Exterior above-ground renovations (excluding additions);
- Residential driveways;
- Interior renovations which do not add dwelling units or change the occupancy of the building; and
- Additions to single family homes or duplexes that meet code.

Sec. 12-3-12. Building permit required

Any owner, authorized agent, or contractor who desires to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any electrical, gas, mechanical or plumbing system, the installation of which is regulated by the standard building code, or to cause any such work to be done, shall first obtain the required permit for the work. See article X of this chapter for the demolition of certain historic buildings located outside the historic and preservation land use districts.

No application for a building permit shall be approved by the building official for any building, structure, or addition on any lot in violation of this chapter or not in compliance with any provisions of this chapter. Section 14-2-134 contains the building permit submittal and approval requirements. Additionally, the following are required:

(a) *Traffic impact analysis*. Projects expected to generate more than 1,000 average daily trips or 100 peak-hour trips, whichever is greater, must submit to the city a traffic impact analysis examining the impact of the proposed development on the surrounding network. The study, which shall be prepared by a qualified transportation planner or professional engineer and adhere to industry standards, shall consider factors like trip generation, intersection performance, and pedestrian and bicycle safety. The requirement for a TIA may be waived by city staff if deemed unnecessary. If it is determined that improvements to mitigate any transportation deficiencies are required, the applicant shall be responsible for those improvements and their cost. The city will consider proportional share for the developer to contribute to the cost of transportation improvements, where applicable. The TIA will be required in conjunction with the earliest zoning application submitted.

(b) *Lot grading plan*. Regardless of the building foundation method, a lot grading plan shall be submitted and approved by the city prior to the issuance of a building permit for any parcel where proposed site work will disturb more than five percent of the lot area or 400 square feet of the site, whichever is less.

(1) The lot grading plan shall be signed and sealed by a Florida licensed professional engineer and shall depict existing (pre-development) and proposed (post-development) conditions. The plan shall demonstrate that the proposed development will not adversely impact adjacent properties or drainage patterns. At a minimum, the plan shall demonstrate the following:

a. No increase in stormwater runoff rate for the 2-year, 10-year, and 25-year storm events;

b. No increase in total runoff volume;

c. No change in the direction of surface water flow that would result in discharge onto adjacent properties where such discharge did not previously occur;

d. Compliance with all applicable local, state, and regional stormwater management regulations; and

e. Where fill placement or changes to finished grade are proposed, incorporation of engineered drainage measures designed to:

1. Maintain or improve pre-development drainage characteristics;
2. Prevent increased flooding, ponding, or concentrated discharge onto adjacent properties; and
3. Prevent erosion and off-site sediment transport.

(2) Drainage measures may include, but are not limited to, swales, berms, inlets, storm drains, retention or detention systems, or other accepted engineering practices necessary to achieve compliance with these standards.

(3) Prior to final inspection or certificate of occupancy, as applicable, a Final Lot Grading and Drainage Certification (LGDC) Form, signed and sealed by a Florida-licensed professional engineer, shall be submitted to verify compliance with the approved Lot Grading & Drainage Plan.

(c) *Stormwater management plan*. Unless exempted in section 12-9-33, all applicants shall submit a stormwater management plan for review including the following:

(1) A topographic map at a one-foot contour interval for the entire property to be developed, per existing engineering standards of the city.

(2) A topographic map based on generally available contours of areas adjacent to the property to be developed.

(3) The existing environmental and hydrologic conditions on the site and/or receiving waters and wetlands described in detail, including the following:

a. The direction, flow rate, and volume of stormwater runoff for existing conditions and, to the extent practicable, predevelopment conditions.
b. The location of areas on the site where stormwater collects or percolates into the ground.
c. Vegetation.
d. Soils.
e. The size and location of any existing buildings or other structures.

(4) Any proposed alterations of the site described in detail including:

a. Changes in topography.
b. Areas where vegetation will be cleared or killed.
c. Areas that will be covered with an impervious surface with a description of the surfacing material.
d. The size and location of any proposed buildings or other structures.

(5) Predicted impacts of the proposed development on existing conditions, described in detail, including changes in the incidence and duration of flooding on the site and upstream and downstream from it.

(6) All components of the stormwater management system and any measure for the detention, retention, or infiltration of water or for the protection of water quality, described in detail, including:

a. The channel, direction, flow rate and volume of stormwater that will be conveyed from the site, with a comparison to existing conditions and, to the extent practicable, post-development conditions.
b. Detention and retention areas, including plans for the discharge of contained water, maintenance plans, and predictions of water quality in those areas.
c. Areas of the site to be used or reserved for percolation.
d. A plan for the control of erosion and sedimentation that describes in detail the type and location of control measures, the stage of development at which they will be put into place or used, and provision for their maintenance.
e. Any other information that the applicant or the Mayor or designee believes is reasonably necessary for an evaluation of the proposed development.

(7) Construction plans and specifications for all components of the stormwater management system.

(8) A listing setting forth scheduled maintenance needs and including an operation and maintenance manual to be provided to the entity responsible for maintenance of the stormwater management system.

(d) *Landscape plan*. For projects other than single-family subdivisions, a copy of the approved landscape plan must be submitted identifying all protected trees to be preserved or replanted and all other landscaping improvements. A copy of any tree removal permit, if issued, shall also be submitted.

(e) *Community redevelopment area urban design overlay district (CRAUDOD) submittal requirements*. Proposed development within the CRAUDOD shall also include drawings or sketches with sufficient detail to show, as far as they relate to exterior appearance, the architectural design of the building, including proposed exterior materials, textures, and colors, and the plat plan or site layout, including all site improvements or features such as walls, fences, walkways, terraces, landscaping, accessory buildings, paved areas, signs, lights, awnings, canopies, screening, and other appurtenances. Facade and frontage yard types shall be specified along frontages in accordance with chapter 12-5.

(f) *Bayou Texar and Escambia Bay shoreline protection districts permitting requirements.*

(1) Prior to the issuance of a building permit for construction within the Bayou Texar or Escambia Bay shoreline protection district, the owner, developer, or contractor shall submit to the city a drainage plan indicating soil erosion and sedimentation control measures that will be undertaken to prevent runoff into Bayou Texar or Escambia Bay during construction and indicating methods to accommodate stormwater runoff on-site during and after construction. The drainage plan shall include the following information:

a. Existing topographical contours of the site (two-foot intervals).

b. Location of all structures, parking areas, curb cuts and other construction activities that could contribute to removal of vegetation, erosion and stormwater runoff.

c. Design of grades and retention measures to control stormwater runoff during and after construction, including type of surfacing material to be used, vegetation to be removed, and revegetation of the site.

(2) If a developer in the Bayou Texar Shoreline Protection District intends to request a waiver concerning the drainage plan, the request must be submitted, in writing, with the drainage plan. The request shall itemize and state the reasons for which each waiver is requested. When considering waivers, the Mayor or designee shall review the comprehensive plan objectives and policies pertaining to coastal management and conservation to determine if the waiver request is consistent with the intent of said plan.

Sec. 12-3-13. Certificate of occupancy required

This section is established to provide for the processing of applications for certificates of occupancy for review of compliance with this land development code.

(a) *Certificate of occupancy required.* A new building or existing building undergoing a change in occupancy classification shall not be occupied until after the building official has issued a certificate of occupancy. A certificate of occupancy is required in order to obtain an occupational license for a business to be located in any new building or existing building undergoing a change in occupancy classification. An occupational license inspection certificate shall be required in order to obtain an occupational license for a business to be located in an existing nonresidential building involving a change in land use.

(b) *Issuance of certificate of occupancy.* Upon completion of a building erected in accordance with approved plans, and after the final inspection and upon application therefor, the building official shall issue a certificate of occupancy stating the nature of the occupancy permitted, the number of persons for each floor when limited by law, the allowable load per square foot for each floor in accordance with the provisions of the Florida Building Code.

(c) *Temporary/partial certificate of occupancy.* A temporary or partial certificate of occupancy may be issued for a portion or portions of a building that may safely be occupied prior to final completion of a building.

(d) *Existing buildings.* A certificate of occupancy for any existing building or part thereof may be obtained by applying to the building official and supplying the information and data necessary to determine compliance with this Code for the occupancy intended. Where necessary, in the opinion of the building official, two sets of detailed drawings, or a general description, or both, may be required. When, upon examination and inspection, it is found that the building conforms to the provisions of this Code for such occupancy, a certificate of occupancy shall be issued.

Sec. 12-3-14. Application types and approval authorities

The level of review required before issuing approval varies by application type, as outlined in Table 12-3.1. The following subsections contain the specific requirements for each level of review (see article XIV of this chapter for appeals):

TABLE 12-3. 1. DEVELOPMENT REVIEW AUTHORITIES

APPLICATION TYPE	APPROVAL TYPE	PREAPPLICATION CONFERENCE	PLANNING & ZONING STAFF	ARCHITECTURAL REVIEW BOARD	ZONING BOARD OF ADJUSTMENT	PLANNING BOARD	CITY COUNCIL
Development Plan (see article VI):							
Historic & Preservation Land Use Districts	A	No	Yes	Yes	No	No	No
Major revisions to approved SSD plans	A	Yes	Yes	No	No	Yes	Yes
Multifamily over base height in certain districts (see Sec. 12-3-61)	A	Yes	Yes	No	No	Yes	No
New development in the conservation and redevelopment (except single family and duplex)	A	Yes	Yes	No	No	Yes	No
Nonresidential parking in residential zoning (see Sec. 12-3-61)	A	Yes	Yes	No	No	Yes	No
Subdivision (see article IV):							
Preliminary Plat	A	Yes	Yes [(1)]	No	No	No	No
Final Plat	A	Yes	Yes [(1)]	No	No	No	No
Two-lot Split	A	Yes	Yes	No	No	No	No
Vacation of Streets/Alleys	L	Yes	Yes	No	No	Yes	Yes
License to Use Right of Way - Major	L	No	Yes	No	No	Yes	Yes
License to Use Right of Way - Minor	A	No	Yes	No	No	No	No
Comprehensive Plan Amendments (see article III):							
Future Land Use Map Amendment (site-specific)	L	Yes	Yes	No	No	Yes	Yes
Comprehensive Plan Text Amendment (site-specific)	L	Yes	Yes	No	No	Yes	Yes
Land Development Code/ Zoning Map Amendments (see article III):							
LDC Text Amendment	L	Yes	Yes	No	No	Yes	Yes
Zoning Map Amendment - areawide	L	Yes	Yes	No	No	Yes	Yes
Zoning Map Amendment – site specific	Q	Yes	Yes	No	No	Yes	Yes
Variances (see article XI)							
• Administrative Variance	Q	No	Yes	No	No	No	No
• Subdivision Variance	Q	Yes	Yes	No	Yes	No	No
• Variances – historic and preservation districts	Q	Yes	Yes	Yes	No	No	No
• Variances – SPBD, waterfront and gateway redevelopment districts	Q	Yes	Yes	No	No	Yes	No
• Variance – all other districts	Q	Yes	Yes	No	Yes	No	No
Other Applications:							
Conditional use permits (see article V)	Q	Yes	Yes	No	No	Yes	Yes
Local historic landmark/district designations	L	Yes	No	Yes	No	No	Yes
Special planned development (see article VII)	Q	Yes	Yes	No	No	Yes	Yes

A: Administrative; L: Legislative; Q: Quasi-judicial.

[(1)] Public Works and Engineering Staff

Sec. 12-3-15. Application deadlines

Applications requiring review by the architectural review board shall be submitted 21 calendar days before the meeting. Applications that require review by the zoning board of adjustments or the planning board shall be submitted 30 calendar days before the meeting. Note that meetings are subject to change. Contact City Staff to verify meeting and deadline dates. Applications that require administrative review have no submittal deadlines

Sec. 12-3-16. Preapplication conference

Table 12-3.1 indicates if a preapplication conference is required prior to submitting a development application. The purpose of the preapplication conference is to discuss the development review process and submittal requirements. If a conference is not required, an applicant may still request to meet with staff prior to submitting plans.

Staff comments provided during a preapplication conference are for informational purposes only and do not constitute approval, denial, or a commitment to approve or deny any development application. The absence of staff identifying required permits or procedures during the conference does not exempt the applicant from fulfilling those requirements, nor does it waive them on behalf of the decision-making body. The Mayor or designee may waive a required preapplication conference if an applicant is already familiar with the process.

At the time of the preapplication conference, the developer shall provide a sketch plan indicating the location of the proposed development and its relationship to surrounding properties. The advisory meeting should provide insight to both the developer and the city staff regarding potential development problems that might otherwise result in costly plan revisions or unnecessary delay in development. At this time a decision will be made as to whether the review process will require a separate preliminary and final plan or if they can be combined. Topics that may be discussed during the preapplication meeting include:

(a) The relationship between the proposed development plan and the surrounding land uses.

(b) The consistency with the comprehensive plan of the city.

(c) The adequacy of the existing and proposed vehicular and pedestrian right-of-way, utilities and other public facilities and services, which will serve the proposed development.

(d) The character, design and applicability of the following factors:

  (1) Traffic control;

  (2) Noise reduction;

  (3) Sign and light control;

  (4) Preservation of open space and visual corridors;

  (5) Police and fire protection;

  (6) Storm drainage;

  (7) Landscaping;

  (8) Fencing and screening; and

  (9) Other matters specifically relevant to the proposed development site necessary to foster desirable living and working conditions and compatibility with the existing environment.

(e) The review process and application requirements will be discussed. Staff will let the applicant know if any application items that may not be necessary to submit or if consolidated reviews are possible (e.g., preliminary and final development plan).

Sec. 12-3-17. Application submittal

(a) Development applications shall be submitted to the city prior to the deadlines established administratively.

(b) The application shall be scheduled for review or hearing, as applicable, 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 completed application form. Forms may be downloaded from the city website.

(2) The documents, plans, and studies listed in the application form checklist.

(3) The 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) The city may not require as a condition of processing or issuing a development permit that an applicant obtain a permit or approval from any state or federal agency unless the agency has issued a final agency action that denies the federal or state permit before the municipal action on the local development permit. Within 5 business days after receiving an application, the city shall confirm receipt of the application using the contact information provided by the applicant.

Sec. 12-3-18. Application completeness and sufficiency review

(a) *Completeness review*. Within 30 days after receiving an application, the city must review the application for completeness and issue a written notification to the applicant indicating that all required information is submitted or specify in writing with particularity any areas that are deficient. If the application is deficient, the applicant has 30 days to address the deficiencies by submitting the required additional information.

(1) When reviewing an application for a development permit that is certified by a professional listed in s. 403.0877, F.S., the city may not request additional information from the applicant more than three times, unless the applicant waives the limitation in writing.

(2) If the city makes a request for additional information and the applicant submits the required additional information within 30 days after receiving the request, the city must review the application for completeness and issue a letter indicating that all required information has been submitted or specify with particularity any areas that are deficient within 30 days after receiving the additional information.

(3) If the city makes a second request for additional information and the applicant submits the required additional information within 30 days after receiving the request, the city must review the application for completeness and issue a letter indicating that all required information has been submitted or specify with particularity any areas that are deficient within 10 days after receiving the additional information.

(4) Before a third request for additional information, the applicant must be offered a meeting to attempt to resolve outstanding issues. If the city makes a third request for additional information and the applicant submits the required additional information within 30 days after receiving the request, the city must deem the application complete within 10 days after receiving the additional information or proceed to process the application for approval or denial unless the applicant waived the city's limitation in writing as described in paragraph (1).

(5) Except as provided in section 12-3-17(d), if the applicant believes the request for additional information is not authorized by ordinance, rule, statute, or other legal authority, the city, at the applicant's request, shall proceed to process the application for approval or denial.

(b) *Sufficiency review*. For applications that do not require final action through a quasi-judicial hearing or a public hearing, the city must approve, approve with conditions, or deny the application within 120 days after the city has deemed the application complete. For applications that require final action through a quasi-judicial hearing or a public hearing, the city must approve, approve with conditions, or deny the application within 180 days after the city has deemed the application complete. Both parties may agree in writing or in a public meeting or hearing to an extension of time, particularly in the event of a force majeure or other extraordinary circumstance.

(c) *Exception to timeframe.* The timeframes contained in this subsection restart if an applicant makes a substantive change to the application. As used in this subsection, the term "substantive change" means an applicant-initiated change of 15 percent or more in the proposed density, intensity, or square footage of a parcel.

(d) *Decision*. An approval, approval with conditions, or denial of the application for a development permit or development order must include written findings supporting the city's decision. If the city denies the application, the city shall give written notice to the applicant and must include a citation to the applicable portions of an ordinance, rule, statute, or other legal authority for the denial of the application.

Sec. 12-3-19. Failure to review plans

If no action upon plans submitted to the architecture review board has been taken at the expiration of 31 days from the date of submission of the plans to the board for review, such plans shall be deemed to have been approved, and if all other requirements of the city have been met, the building official may issue a permit for the proposed building.

Sec. 12-3-20. Refunds

The city will issue a refund to an applicant as follows. However, the city is not required to issue a refund if the applicant and the city agree to an extension of time, the delay is caused by the applicant, or the delay is attributable to a force majeure or other extraordinary circumstance.

(a) Ten percent of the application fee if the city fails to issue written notification of completeness or written specification of areas of deficiency within 30 days after receiving the application.

(b) Ten percent of the application fee if the city fails to issue written notification of completeness or written specification of areas of deficiency within 30 days after receiving the additional information pursuant to section 12-3-18(a)(2).

(c) Twenty percent of the application fee if the city fails to issue written notification of completeness or written specification of areas of deficiency within 10 days after receiving the additional information pursuant to section 12-3-18(a)(3).

(d) Fifty percent of the application fee if the city fails to approve, approves with conditions, or denies the application within 30 days after conclusion of the 120-day or 180-day timeframe specified in section 12-3-18(b).

(e) One hundred percent of the application fee if the city fails to approve, approves with conditions, or denies an application 31 days or more after conclusion of the 120-day or 180-day timeframe specified in section 12-3-18(b).

Sec. 12-3-21. Public Notice Requirements

All meetings of the city council, planning board, architectural review board, and zoning board of adjustment must comply with the notice requirements outlined in this section and the Florida Statutes. In the event of a conflict between this Code and state law regarding notice requirements, the more restrictive provision shall apply. The applicant is responsible for all costs incurred by the City for issuing and publishing notices.

Notices may include mailed, published, and posted notices, with specific standards detailed later in this section. The following table outlines the required public notices for each type of public hearing.

TABLE 12-3. 2. REQUIRED PUBLIC NOTICE FOR DEVELOPMENT APPLICATIONS

Application	Type of Notice		
	Mailed	Published	Sign
Appeal	X	X	X
Comprehensive Plan Amendment, Map	X	X	X
Comprehensive Plan Amendment, Text	-	X	-
Conditional Use	X	X	-
LDC Text Amendment	-	X	-
License to Use Right of Way	X	-	-
Rezoning	X	X	X
Special Planned Development	X	X [(1)]	-
Vacation of Streets and Alleys	X	X [(1)]	X
Variance	X	X	X

[(1)] For city council meeting only

a) *Mailed Notices*.

(1) Public notices for public hearings shall be prepared and mailed by the City to all individuals and groups indicated below. In any instance where applicable law requires additional notice or a different publication time frame, the form or timeframe of the notice shall be adjusted accordingly to comply with such applicable law.

a. The owner(s) of the land subject to the application.

b. All property owners, including homeowners' associations, located within 500 feet of the boundaries of the development site.

(2) Notices shall be mailed a minimum of ten days prior to the hearing, except that notices for City-initiated changes to the Official Zoning Map for less than 10 contiguous acres shall be given a minimum of 30 days prior to the public hearing. The following notices shall be issued by certified mail: City council hearings for land use amendments, zoning changes, and vacation of streets and alleys.

(f) *Public notices*. The City shall prepare the content of the notice and be responsible for publishing the notice in a newspaper of general circulation in the City.

(1) The public notice shall state the date, time and place of the meeting.

(2) The applicant shall be responsible for the cost of publishing the notice.

(3) Unless otherwise required by State law, the advertisement shall be published no less than **ten days** prior to the date of each public hearing.

(4) In lieu of publishing the advertisements set out in this section, the City may mail a notice to each person owning real property within the area covered by the ordinance. Such notice shall clearly explain the proposed ordinance and shall notify the person of the place, and location of both public hearings on the proposed ordinance.

(g) *Signs***.** The City shall prepare the content and be responsible for posting the sign. The applicant shall be responsible for maintaining the signs and ensuring they remain on-site until the final action on the application is complete.

(1) The sign shall be posted no less than ten days and no more than 40 days in advance of the scheduled hearing date, unless the City requires earlier notice.
(2) The sign shall be posted no more than 15 feet from the front lot line, clearly visible from the public way. If the land does not have frontage on a street, at least one sign shall be placed on the property at the access point and additional signs shall be placed on the nearest public right-of-way with an indication of the location of the subject property.
(3) At the discretion of the City, more than one sign, and/or a larger sign, may be required to be posted, if it is determined to be necessary to ensure adequate public notice. Such additional signs shall be posted in a number and location determined by the City.
(4) The applicant shall remove all posted signs within ten days after final action on the application.

(h) *Contents of Mailed and Published Notices***.** All mailed, published, and posted notices shall include the following information:

(1) The application number, the application type, and the description of the proposal or request.

(2) The scheduled date, time and location of the hearing or workshop.

(3) A description of the land involved by street address, if any, or by legal description or parcel number(s). For mailed notices, a location map shall be included, indicating the location and general boundaries of the property with reference to the closest intersection of public streets, when possible.

(4) The total size of the parcels rounded to the nearest one-tenth of an acre.

(5) The future land use map designation and zoning district of the property subject to the application.

(6) The application, staff report, and related materials may be inspected by the public during normal business hours at City Hall.

(7) The title of the published notice for hearings shall be "Notice of Public Hearing".

(8) Public notices required by sections 125.66 or 163.3184, F.S., shall meet the standards of those sections.

(9) *Other Information.* The notice shall also state:

i. That persons may appear and be heard;
ii. That written comments filed with the Mayor or designee will be entered into the record;
iii. That the hearing may be continued from time to time as necessary;
iv. A telephone number for more information;

v. The title of the ordinance under consideration, if applicable; and
vi. Such additional information as may be required pursuant to this Code or applicable law for specific types of development approval.

Sec. 12-3-22. Neighborhood Workshops

Applicants for rezonings or Comprehensive Plan amendments are strongly encouraged to hold a neighborhood workshop during the application process. The purpose of the workshop is to ensure early citizen participation in an informal forum, provide the applicant the opportunity to understand any impacts an application may have on an affected community, ensure that citizens have an adequate opportunity to learn about applications that may affect them. A neighborhood workshop is not intended to produce complete consensus on all applications. Neighborhood workshops shall be noticed as required in Table 12-3.2.

Sec. 12-3-23. Public hearings

Upon a determination of completeness by staff, the application shall be scheduled for a public hearing before the applicable approval/reviewing authority (per Table 12-3.1). The approving/reviewing authority (planning board, architectural review board, zoning board of adjustment, or city council) shall conduct the public hearing in accordance with the hearing requirements noted in section 166.041, F. S., and this chapter. At the hearing, the authority shall approve, approve with conditions, or deny the application.

(a) The approving authority shall review the application at a public hearing and render its decision. When approving conditional use permits, the city council may attach such conditions to the approval as deemed necessary to assure compliance with this Code (see article V of this chapter, Conditional Use Permit).

(b) Once an application is acted upon by the board or council, the city shall notify the applicant of the decision of the board or council. If the application is approved, and if all other requirements of the city have been met, the building official may issue a permit for the proposed development. If the application is denied, the building official may not issue such a permit, and the city shall furnish the applicant with a copy of the board/council's written order, together with a copy of any recommendations for changes necessary to be made before the application can be reconsidered.

Sec. 12-3-24. Residential compatibility

(a) Compatibility of allowable residential uses within a residential zoning district and future land use category shall be evaluated using objective, observable characteristics of development.

(b) Compatibility shall be assessed based on the following factors:

(1) Difference in permitted or proposed building height between adjacent lots and proposed height transitions.

(2) Building massing, including the proportion of building width-to-height compared to surrounding development.

(3) Building setbacks and the proximity of structures relative to their height and massing.

(4) Whether additional buffering is necessary to mitigate identified impacts related to height, massing, lighting, noise, or vehicular activity.

(5) Proximity of parking areas, driveways, and other vehicular use areas that accommodate higher traffic volumes.

(c) Before recommending denial based on compatibility, the City shall identify the specific compatibility criteria that are not met and any reasonable mitigation measures that could address the identified incompatibility.

(d) Any denial based on compatibility shall include written findings identifying the specific compatibility criteria that are not satisfied, the mitigation measures considered, and the reasons no feasible mitigation measures exist. References to “community character” or “neighborhood feel” are not sufficient in and of themselves to support a denial based on compatibility.

Sec. 12-3-25. Minor revisions to approved applications

If the applicant proposes revisions to an application already approved by a board, the Mayor or designee shall review the proposed revisions to determine whether the proposed revisions are in accordance with the articles and minutes of the applicable meeting. If the proposed revisions are deemed to be minor (generally consistent with the approval), the Mayor or designee may approve the revisions. If they are not deemed to be minor, the item shall be resubmitted and reviewed by the applicable approving authority.

Sec. 12-3-26. Effect of application approval

The approval of a development review application does not authorize the disturbance of any part of the property involved. It only authorizes the filing of an application for a building permit, or to proceed to the next step in the process, as indicated in Table 12-3.1.

Sec. 12-3-27. to 12-3-29. Reserved

ARTICLE III. AMENDMENTS TO THE COMPREHENSIVE PLAN, LAND DEVELOPMENT CODE, AND ZONING MAP

Sec. 12-3-30. Comprehensive plan amendments

(a) *Purpose*. Comprehensive plan amendments, including Future Land Use Map amendments, shall be considered by the planning board and the city council and shall meet the requirements of sections 163.3184 and 163.3187, F.S.

(b) *Application submittal*. Requests for amendments to the comprehensive plan shall be filed as prescribed in section 12-3-17.Comprehensive plan amendments may be initiated by a property owner or the city. See article II of this chapter for general provisions related to preapplications, application submittal, initial staff review, public notices, and other procedural requirements.

(c) *Review procedures*. The following procedures shall apply to all applications for comprehensive plan amendment:

(1) *Neighborhood workshop*. The city strongly encourages applicants to hold an informational meeting with applicable neighborhood groups and/or property owners associations prior to proceeding with an application involving a comprehensive plan amendment.

(2) *Planning board review*. The planning board shall review the proposed amendment at an advertised public hearing and make a recommendation to the city council.

(3) *City council adoption/transmittal*. The city council shall review the comprehensive plan amendment at one advertised public hearing for the adoption of small-scale comprehensive plan amendments as required by F.S. § 163.3187, or for the transmittal/first reading of comprehensive plan amendments that require state review per F.S. §§ 163.3184.

(4) *Amendments that require transmittal to the state*. The city shall transmit applicable comprehensive plan amendment requests to the Florida Department of Commerce and to the appropriate agencies consistent with F.S. §163.3184.

(5) *City council adoption*. Once the state and agency comments have been considered/addressed, the city council shall schedule a public hearing for final action on amendments that require state coordinated review. If the city fails, within 180 days after receipt of agency comments, to hold the second public hearing, the amendments are deemed withdrawn unless extended by agreement with notice to the state land planning agency and any affected person that provided comments on the amendment. If the amendments are not adopted at the second public hearing, the amendments shall be formally adopted by the city within 180 days of the second public hearing is held or the amendments are deemed withdrawn.

(d) *Review Criteria for Comprehensive Plan Amendments*. In reviewing proposed changes to the comprehensive plan, the reviewing authorities shall consider the following:

(1) Consistency with the adopted goals, objectives and policies of the comprehensive plan.

(2) Consistency with state requirements.

(3) Appropriateness of the potential uses and development intensity that a new future land use designation would allow.

(4) The potential impact of the proposed use on adopted Level of Service Standards

(e) *Limitation on subsequent application*. Whenever a comprehensive plan map amendment is denied by the city council, no new application for identical amendment of the same parcel shall be accepted for consideration within a period of 12 months of the decision of denial unless such consideration is necessitated by judicial action.

Sec. 12-3-31. Zoning map amendments

(a) *Purpose*. The official zoning map may be amended from time to time in accordance with the procedures and standards set forth in this section. The purpose of this section is to allow adjustments to the map that are necessary to:

(1) Accommodate changed conditions or changes in city policy;

(2) Implement the comprehensive plan;

(3) Create or eliminate a zoning district; or

(4) Advance the general welfare of the city.

(b) *Initiation*. An amendment may be initiated by the city or the owner(s) of the area involved. If the rezoning 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 of land is proposed by the city, its staff, or the planning board, it shall be the responsibility of city staff to comply with the provisions of this section.

(c) *Submittal requirements*. Requests for amendments to the zoning map shall be filed as prescribed in section 12-3-17. See article II of this chapter for general provisions related to preapplications, application submittal, initial staff review, public notices, and other procedural requirements. Each application shall be accompanied by the following additional 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;

f. Written consent of the property owner if an agent is submitting on behalf of the owner.

(d) *Review procedures*. The following procedures shall apply to all applications for zoning map amendments:

(1) *Neighborhood workshop*. The city strongly encourages rezoning applicants to hold an informational meeting with applicable neighborhood groups and/or property owners associations prior to proceeding with an application involving a zoning map amendment.

(2) *Planning board review*. The planning board shall review the proposed rezoning request at an advertised hearing and make a recommendation to the city council.

(3) *City council review*. The city council shall review the proposed amendment at an advertised public hearing and make a final decision. 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 first reading of the ordinance occurs at the same meeting, and a second hearing is scheduled for a later date.

(e) *Review criteria*. The reviewing authorities shall include consideration of the following criteria:

(1) 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.

(2) Whether, and the extent to which, the proposed amendment would affect the carrying capacity of public facilities and services.

(3) Whether the proposed amendment would be in conflict with the public interest and welfare.

(4) Whether, and the extent to which, the proposed amendment would adversely affect the property values in the area.

(5) Whether, and the extent to which, the proposed amendment would result in significant adverse impact on the natural environment.

(6) The relationship of the proposed amendment to proposed public and private projects (i.e., street improvements, redevelopment projects, etc.).

(f) *Limitation on subsequent application*. Whenever amendment is denied by the city council, no new application for identical rezoning of the same parcel shall be accepted for consideration within a period of 12 months of the decision of denial unless such consideration is necessitated by judicial action.

Sec. 12-3-32. Land development code amendments

(a) *Purpose*. 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.

(b) *Initiation*. An LDC amendment may be initiated by the city or a property owner. If the rezoning is proposed by the owner of a parcel, it shall be the responsibility of such person to comply with the provisions of this chapter. If such rezoning of a parcel of land is proposed by the city, its staff, or the planning board, it shall be the responsibility of city staff to comply with the provisions of this section.

(c) *Submittal requirements*. Requests for amendments to the LDC shall be filed as prescribed in section 12-3-17. See article II of this chapter for general provisions related to preapplications, application submittal, initial staff review, public notices, and other procedural requirements.

(d) *Review procedures.* The following procedures shall apply to all applications for LDC amendments:

(1) *Planning board review*. The planning board shall review the proposed language amendment at a regularly scheduled planning board meeting and make a recommendation to the city council.

(2) *City council review*.

a. The city council shall review the proposed 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 land development code amendment is approved by council at the first hearing, the adoption ordinance will be read at a second public hearing.

b. The second public hearing shall be held at least ten days after the first hearing.

(e) *Review criteria*. The reviewing authorities shall include consideration of the following criteria:

(1) Consistency with the adopted Comprehensive Plan.

(2) Consistency with the general intent of the land development code.

(3) Potential impacts to the public health, safety and welfare of the community.

(Code 1986, § 12-12-3; Ord. No. 29-93, § 29, 11-18-1993; Ord. No. 3-94, § 9, 1-13-1994; Ord. No. 33-95, §§ 11—13, 8-10-1995; Ord. No. 9-96, § 15, 1-25-1996; Ord. No. 15-00, § 7, 3-23-2000; Ord. No. 12-09, § 3, 4-9-2009)

Sec. 12-3-33. to 12-3-39. Reserved

ARTICLE IV. SUBDIVISION PROCEDURES

Sec. 12-3-40. Subdivision required

(a) *Purpose*. The purpose of this section is to set forth the procedures and standards for subdividing land, reviewing and approving subdivision plats.

(b) *Applicability*. There are two levels of subdivision review based on the nature of the subdivision, as follows.

(1) Subdivision: Any subdivision of land creating three or more lots or parcels of land; or any time the division of land results in the establishment of a new street. Subdivisions require preliminary and final plat approval.

(2) Two-lot split: The division of land into no more than two lots, each fronting on an existing public street or access easement.

(c) *Administrative authority*. In accordance with the requirements of F.S. 177.071, the public works and engineering department is hereby designated as the "administrative authority" responsible for receiving, reviewing, and processing plat or replat submittals. Additionally, the city engineer is hereby designated as the "administrative official" responsible for approving, approving with conditions, or denying the proposed plat or replat.

Sec. 12-3-41. Preliminary plat

(a) *Purpose*. The purpose of a preliminary plat review is to provide the city with sufficient information at an early stage of a subdivision to identify inconsistencies with the code prior to the developer preparing construction plans and a final plat.

(b) *Submittal requirements*. Requests for preliminary plat approval shall be filed as prescribed in section 12-3-17. See article II of this chapter for general provisions related to preapplications, application submittal, initial staff review, public notices, and other procedural requirements. The following documents shall be submitted for preliminary plat review and approval:

(1) A general location sketch map showing the relationship of the proposed subdivision to existing community facilities that serve or influence it. Such sketch map shall show the main traffic arteries, shopping centers, schools, parks, and playgrounds within one quarter of a mile.

(2) Where the preliminary plat submitted covers only a part of the total contiguous property under the subdivider's ownership, a sketch of the prospective future street system of the unsubdivided part shall be required if not shown on a previously approved conceptual plan or plans for the entire property. The street system of the unplatted portion shall be planned to coordinate and connect with the street system of the platted portion.

(3) A master drainage plan at a scale not smaller than one-inch equals 200 feet, shall be provided. The master drainage plan shall be for the entire property and shall be reviewed by the city engineer in relation to the entire drainage basin. It is the specific intent of this requirement that rights-of-way and easements of all drainage improvements, including, but not limited to, retention ponds, ditches, culverts, channels, and the like required for the drainage of the site for both on-site and off-site improvements, shall be provided for in the master drainage plan. Instruments shall be submitted fully executed in sufficient form for recording for all off-site drainage rights-of-way and easements not included on the final plat. These instruments shall be submitted with the final plat for recordation. See section 12-3-12(c) for detailed submittal requirements.

(4) A traffic impact analysis, if applicable per section 12-3-12(a).

(5) The preliminary plat, drawn to a scale of no more than 100 feet to the inch, on 24x36 sheets showing the following. The information may be graphical except where detailed computations are required.

a. All improvements on the property, including all trees subject to chapter 12-8 of this Code.

b. Subdivision or development name, name of the owner or developer, name of surveyor and designer, north arrow, and date.

c. The boundary line of the tract to be subdivided drawn accurately to scale and with accurate linear and angular dimensions.

d. Street names, right-of-way and roadway width; similar data for alleys, if any.

e. The location and size of water, gas and sanitary sewer mains, fire hydrants, storm drains, and all structures on the land to be subdivided and on the land within ten feet of it.

f. Other rights-of-way or easements; location; width and purpose, including navigation easements and maintenance easements for zero-lot-line dwellings.

g. Lot lines, lot numbers and block numbers.

h. Sites, if any, to be reserved or dedicated for parks, playgrounds or other public use.

i. Sites, if any, for multiple-family dwellings, shopping centers, churches, industry or other nonpublic uses exclusive of single-family dwellings.

j. Reference to recorded subdivision plats of adjoining platted land by record name, book and page number.

k. Minimum building setback lines (front, side and rear), as required in the zoning regulations.

l. Site data including number of residential lots, typical lot size and areas in parks, etc.

m. Ground contours at intervals not greater than two feet.

n. Orientation of subdivision or development in relation with surveyors' benchmarks and monuments.

o. All plats located in the 100-year floodplain or within airport impact district shall state such information on the face of the plat.

p. All plats must include horizontal State Plane Coordinates on a minimum of two exterior boundary corners. State Plane Coordinates accuracy to one decimal place. Datum is NAD83 (2011) or most current realization as defined and maintained by the National Geodetic Survey (NGS). Projection zone is Florida North (State Plane—US Survey Foot Definition). Projection type is Lambert Conformal Conic.

(c) *Review procedures*.

(1) Prior to the examination of the preliminary plat, the public works and engineering department shall be furnished with reports from the city engineer, the city traffic engineer, Pensacola Energy, Emerald Coast Utilities Authority, and fire department to the effect that said plat does or does not conform to the review criteria stated below.

(2) If the public works and engineering department finds as fact that the review criteria have been met, the preliminary plat may be approved; however, such approval shall not constitute an approval of the final plat.

(3) If the preliminary plat is rejected, the public works and engineering department shall provide the applicant in writing a detailed list of reasons for rejection. The applicant shall resubmit revised documents to the public works and engineering department with a review fee to obtain approval according to the process in this chapter.

(d) *Review criteria*. The reviewing authorities shall include consideration of the following criteria:

(1) Consistency with the adopted Comprehensive Plan.

(2) Consistency with the provisions of the land development code and with sound principles and practices of planning and engineering.

(3) Potential impacts to the public health, safety and welfare of the community.

(e) *Expiration of preliminary plat*. The final plat shall be submitted within one year (365 days) of the date of the approval of the preliminary plat. The City Engineer shall be authorized to grant a one-year extension. If the subdivision construction plans are not submitted in the required timeframe the applicant must resubmit to the public works and engineering department a new preliminary plat application, new application fee, and revised documentation.

Sec. 12-3-42. Final plat

(a) *Purpose*. The purpose of a final plat review is to ensure consistency with the preliminary plat.

(b) *Submittal requirements*. Requests for final plat approval shall be filed as prescribed in section 12-3-17. See article II of this chapter for general provisions related to preapplications, application submittal, initial staff review, public notices, and other procedural requirements. Additionally, the applicant shall submit a final plat conforming substantially to the preliminary plat, meeting the requirements of ch. 177, F.S., and depicting all the information required for preliminary plats (see previous section). The applicant shall submit only that portion of the approved preliminary plat that proposed to be recorded and developed. Such portion shall conform to all requirements of this chapter.

(c) *Review procedure.* The final plat and release for construction plans shall be submitted to the public works and engineering department. Before granting final approval of the plat, the public works and engineering department shall receive reports from the city engineer, the city traffic engineer, Pensacola Energy, Emerald Coast Utilities Authority, and the fire department.

(d) *Recording*.

(1) A true copy of the plat as approved shall be recorded by the applicant in the public records of the county. A park/open space fee shall be provided prior to the recording of the plat.

(2) If the approved plat is not recorded in the public records of the county within 365 days of city engineer approval, upon filing the recorded plat with public works and engineering department, the applicant is subject to a late fee, which is set by resolution.

(3) No building permits may be issued until the recorded final plat has been filed with the public works and engineering department.

(e) *Subdivision improvements*.

(1) All subdivision improvements shall be completed by the developers and accepted by the city engineer prior to the issuance of any building permits; provided, however, that in lieu of the immediate installation of the required improvements, the subdividers shall either file with the city, a performance bond or surety bond or deposit with the city in escrow cash or a certified check in an amount to be determined by the mayor with sureties satisfactory to the city guaranteeing the installation of the required improvements.

(2) All subdivision improvements shown on the plat shall be completed within one year from the date the city engineer grants approval of the final plat, regardless of when said plat is recorded. For good cause shown, the city engineer may grant a reasonable extension of this one-year time period.

(3) No certificate of occupancy for a building shall be issued until all subdivision improvements meet a satisfactory engineering as-built inspection and are approved by the city engineer.

(Code 1986, § 12-8-10; Ord. No. 6-93, § 25, 3-25-1993; Ord. No. 16-10, § 224, 9-9-2010; Ord. No. 29-21, § 4, 12-16-2021)

Sec. 12-3-43. Two-lot splits

(a) *Purpose*. The subdivision of two lots may be reviewed as a two-lot split if it meets the following criteria:

(1) It does not require the creation or extension of a new street, road, or public improvements;

(2) It does not require the extension of governmental facilities;

(3) It does not adversely affect the remainder of the parcel or adjoining properties; and

(4) It does not conflict with any provision of this Code or the Comprehensive Plan.

(b) *Submittal requirements*. Requests for lot split applications shall be filed as prescribed in section 12-3-17. See article II of this chapter for general provisions related to preapplications, application submittal, initial staff review, public notices, and other procedural requirements. The following documents shall also be submitted:

(1) A metes and bounds description and a boundary survey (equal to that required by F.S. § 472.027, pertaining to the Standards of Practice for surveys) to the city. The boundary survey shall depict all information required by sections 12-3-41(b)(5)(a) through (k).

(2) If an access easement is required for the subdivision, this document shall be attached to the boundary survey.

(3) A tree survey.

(4) The public works and engineering department shall notify the applicant of the approval or disapproval of the metes and bounds description or the boundary survey within ten working days from submission.

(5) If the metes and bounds description or the boundary survey is rejected, the public works and engineering department shall provide the applicant, in writing, a detailed list of the reasons for the rejection.

(6) The applicant may then resubmit revised documents to the public works and engineering department with a review fee and begin the subdivision process pursuant to this article.

(c) *Review procedures*.

(1) The public works and engineering department shall review the request in light on the review criteria stated below.

(2) After the survey has been approved by the public works and engineering department, one copy of the survey and one copy of any applicable recorded access easements shall be filed with the public works and engineering department.

(3) No building permit shall be issued until the survey has been approved by city staff and any accompanying documentation has been filed.

(d) Review criteria. The public works and engineering department shall include consideration of the following criteria when reviewing lot splits:

(1) Consistency with the adopted Comprehensive Plan.

(2) Consistency with the provisions of the land development code and with sound principles and practices of planning and engineering.

(3) Potential impacts on the public health, safety and welfare of the community.

(4) In the case of lot splits for single family and duplex uses, the proposed lot split shall be evaluated to ensure that it will not result in the removal of any heritage tree or cause damage the tree's dripline.

(e) *Lot grading and erosion control plan.* Prior to development of newly created residential lots, the owner or owner's agent shall provide a proposed lot grading and erosion control plan. See section 12-3-12(b) for specific requirements. Commercial properties shall fall under the subdivision language of the Land Development Code and comply with all stormwater drainage requirements set forth therein.

(Code 1986, § 12-8-3; Ord. No. 35-92, § 2, 10-22-1992; Ord. No. 21-93, § 5, 8-16-1993; Ord. No. 9-96, § 13, 1-25-1996; Ord. No. 12-09, § 2, 4-9-2009; Ord. No. 29-21, § 4, 12-16-2021)

Sec. 12-3-44. Vacation of streets, alleys

(a) *Purpose*. This section is established to provide for the vacation of streets, alleys or other public rights-of-way by official action of the city council. When a request for vacation of a right-of-way adjacent to a street or alley is made, the vacation shall be limited to a minimum of no less than ten feet from the existing back-of-curb. Any existing sidewalk on a right-of-way must be maintained or rebuilt by an owner granted such a vacation in order to preserve ADA accessibility to the public.

(b) *Submittal requirements.* Requests for vacating streets, alleys, or other rights-of-way shall be filed as prescribed in section 12-3-17. See article II of this chapter for general provisions related to preapplications, application submittal, initial staff review, public notices, and other procedural requirements. . Each application shall be accompanied by the following information and such other information as may be reasonably requested to support the application:

(1) Accurate site plan drawn to scale;

(2) A legal description of the property proposed to be vacated;

(3) Proof of ownership of the adjacent property, including a copy of the deed and a title opinion, title insurance policy, or other form of proof acceptable to the city attorney;

(4) Reason for vacation request;

(5) Petition form signed by all property owners abutting the portion of the right-of-way or alley to be vacated. If all property owners do not sign the petition requesting such alley vacation, city staff shall determine the portion of the alley to be vacated; and

(6) Evidence that after the right-of-way is vacated sufficient connectivity shall be provided and shall be accessible by the public.

(c) *Review procedures.*

(1) *Staff review*. The request to vacate will be distributed to the appropriate city departments and public agencies for review and comment. Said departments shall submit written recommendations of approval, disapproval or suggested revisions, and reasons therefor, to the city planning services department.

(2) *Planning board review.* The planning board shall review the vacation request and make a recommendation to the city council at a regularly scheduled planning board meeting.

(3) *City council review*. The city council shall approve, approve with modifications, or deny the vacation request at the council public hearing. If the request is approved by the council, an ordinance will be drawn and read two times following the public hearing, at which time the vacation becomes effective.

(d) *Review criteria*. When considering an application for approval of a vacation, the reviewing authorities shall consider section 2-3-4 (disposition of sensitive properties) and the following:

(1) Whether the proposed vacation is in the public interest.

(2) The potential impact on surrounding property owners and their access, use, and enjoyment of their land.

(3) Potential conflicts or disruption to existing utilities (water, sewer, gas, electric, etc.) and other infrastructure, such as drainage systems, sidewalks, and other improvements within the right-of-way.

(4) The potential impact on traffic flow, pedestrian connectivity, walkability, safety, and accessibility as well as any mitigation strategies proposed to secure a regular and harmonious system for circulation if the vacation is granted.

(5) Whether the public street has been improved, and the extent to which it is currently, or in the future will be, utilized by the general public.

(6) The resulting length of the block compared to the requirements of section 12-9-5(a).

(7) Whether the vacation is proposed in conjunction with an application for development approval for adjacent property.

(e) *Easements retained.* If the city council determines that any portion of a public street or right-of-way is used or in the reasonably foreseeable future will be needed for public utilities, the street may be vacated only upon the condition that appropriate easements be reserved for such public utilities.

(f) *Zoning of vacated property.* Whenever any street, alley or other public right-of-way is vacated, the district use and area regulations governing the property abutting upon each side of such street, alley or public right-of-way shall be automatically extended to the center of such vacation and the area included within the vacation shall thereafter be subject to all appropriate regulations of the extended use districts.

(g) *Ownership of property.* Whenever any street, alley or public right-of-way is vacated, ownership of said property conferred by such action shall extend from the right-of-way line to the center of said property, unless otherwise specified.

(Code 1986, § 12-12-4; Ord. No. 6-93, § 26, 3-25-1993; Ord. No. 44-94, § 7, 10-13-1994; Ord. No. 15-00, § 8, 3-23-2000; Ord. No. 12-09, § 3, 4-9-2009; Ord. No. 01-19, § 1, 2-14-2019; Ord. No. 23-20, 7-16-20)

Sec. 12-3-45. to 12-3-49. Reserved

ARTICLE V. CONDITIONAL USE PERMIT

Sec. 12-3-50. *Authorization and purpose*

The planning board may, under the prescribed standards and procedures contained herein, authorize the construction of any use that is expressly permitted as a conditional use in a particular zoning district; however, the board reserves full authority to deny any request for a conditional use permit or to impose reasonable conditions on the use. Provisions for a conditional use permit are intended to establish a process for submitting a site plan for specific uses that require review by the planning board to assess the impact of the proposed use on the surrounding neighborhood.

Sec. 12-3-51. Applicability

Those uses listed in the schedule of uses in chapter 12-4 as conditional use (C), and other development activities noted in other chapters of the LDC as requiring conditional use, may be established only after approval of a conditional use permit in accordance with this section. The issuance of a permit does not waive the requirements for a building permit or other required approvals.

Sec. 12-3-52. Submittal requirements

Requests for conditional use permit approval shall be filed as prescribed in section 12-3-17. See article II of this chapter for general provisions related to preapplications, application submittal, initial staff review, public notices, and other procedural requirements. . A traffic impact analysis, if applicable per section 12-3-12(c), must also be submitted. A building permit shall not be issued until the planning board has approved the conditional use and development plan.

Sec. 12-3-53. Review procedures

(a) *Planning board review*. The planning board shall hold an advertised public hearing and provide a recommendation to city council based on their findings of compliance with code and the conditional use review criteria.

(b) *City council review*. The city council holds a hearing and makes a final decision.

Sec. 12-3-54. Review criteria

A conditional use may be approved by the planning board only upon determination that the application and evidence presented clearly indicate that all of the following criteria have been met:

(a) The proposed development shall be in harmony with the general purpose, goals, objectives and standards of the city comprehensive plan, the land development regulations, or any other applicable plan, program, map or regulation adopted by the city council.

(b) The proposed development shall not adversely affect the public health, safety, or welfare.

(c) The proposed development shall be compatible with the surrounding area and not impose an excessive burden or have substantial negative impact on surrounding or adjacent uses.

(d) The proposed development shall be provided with adequate public facilities and services, including roads, drainage, water, sewer, and police and fire protection.

(e) The proposed development will not create undue traffic congestion.

(f) The proposed development shall minimize, to the extent reasonably possible, adverse effects on the natural environment.

Sec. 12-3-55. Conditions

The planning board may prescribe appropriate conditions and restrictions upon the property benefitted by the conditional use approval as may be necessary to comply with the standards set out in the above section (Sec. 12-3-54. Review Criteria), to reduce or minimize any potentially injurious effect of such conditional use upon the property in the neighborhood, and to carry out the general purpose and intent of these regulations. Failure to comply with any such condition or restriction imposed by the planning board shall constitute a violation of these regulations. Those conditional uses that the planning board approves subject to conditions shall have specified by the board the time allotted to satisfy such conditions. In approving any conditional use, the planning board may:

(a) Limit or otherwise designate the following: the manner in which the use is conducted; the height, size or location of a building or other structure; the number, size, location, height or lighting of signs; the location and intensity of outdoor lighting or require its shielding.

(b) Establish special or more stringent buffer, yard or other open space requirements to minimize potential incompatibility.

(c) Designate the size, number, location or nature of vehicle access points.

(d) Require berming, screening, landscaping or similar methods to protect adjacent or nearby property and designate standards for installation or maintenance of the facility.

(e) Designate the size, height, location or materials for a fence or wall.

(f) Specify the period of time for which such approval is valid for the commencement of construction of the proposed conditional use. The planning board may, upon written request, grant extensions to such time allotments not exceeding six months each without notice or hearing.

(Code 1986, § 12-2-78; Ord. No. 33-95, § 8, 8-10-1995; Ord. No. 6-02, §§ 1, 2, 1-24-2002; Ord. No. 05-12, § 1, 4-12-2012; Ord. No. 29-16, § 1, 10-13-2016)

Sec. 12-3-56. Conditional use permits for personal wireless antennas, rooftop-mounted antennas, and communications towers

Requests for conditional use permits for the placement of communications towers, personal wireless antennas, rooftop-mounted antennas, and related equipment cabinets shall follow the same procedures as all other conditional uses (see previous section) in addition to the following provisions:

(a) The city may require any applicant for a conditional use permit under this section to reimburse the city for all costs and consultants fees associated with the processing of the application, including, but not limited to, visual impact analysis, co-location analysis, analysis of the applicants ability to provide service without the facility, inspections, plan review, and land use compatibility.

(b) Conditional use permit applications under this section must demonstrate that, without the grant of a conditional use permit, the applicant will be unable to provide personal wireless services within the area of the city that would be served by the proposed personal wireless facility.

(c) In addition to the submittal requirements listed in the previous section, the applicant shall submit a proposed siting plan including the following information to the city:

(1) A map of the service area for the proposed facility.

(2) A map showing other existing or planned facilities used by the applicant to provide personal wireless services, including the height, mounting style and number of antennas on each facility.

(3) A description of the need for the proposed facility, including a precise description of any area in which service would not be available without construction of the proposed facility.

(4) A map identifying all zoning districts and protected areas within one-half mile of the proposed facility.

(5) A map showing any personal wireless towers that are existing or under construction within a one-mile radius of the proposed facility.

(6) A description of any efforts to co-locate the proposed facility on any personal wireless tower then existing or under construction, including engineering information and correspondence from the existing tower describing why co-location is not possible.

(7) A map showing any structures over 40 feet high that are located within a one-mile radius of the proposed facility.

(8) A description of any efforts to locate the proposed facility on any existing structure, including engineering information and correspondence from the owners of any such structures describing why installation of the proposed facility on the structure is not possible.

(9) A map showing other potential locations for the proposed facility that have been explored by the applicant, including a description of why the proposed site is superior. The application shall include in this discussion an analysis of visual aspects, setbacks, and proximity to single-family residences and protected areas.

(10) A description of any planned use of stealth technology.

(11) A description of efforts to minimize the diameter and mass of any proposed structure, including engineering information related to these efforts.

(12) A description of any equipment cabinet and any other ancillary equipment, a description of the function of the equipment, and an explanation of the reasons for any need to co-locate it at the proposed site.

(13) A photographic simulation of the proposed site after construction of the proposed facility.

(14) In the case of rooftop facilities, a drawing in which a sightline is drawn from the closest facade of each building, private road or right-of-way within 500 feet of the proposed facility to the highest point of the proposed facility. Each sightline shall be depicted in profile, drawn at one-inch equals 40 feet unless otherwise specified by the planning services department. The profiles shall show all intervening trees and structures.

(d) *Conditions.* In granting any conditional use permit under this section, the city council may prescribe conditions and restrictions upon the property as provided in section 12-3-55. In addition, the following conditions shall be mandatory:

(1) All conditional use permits granted under this section shall expire five years after the date of planning board approval. Prior to expiration of any use permit, the applicant shall be responsible for initiating a review of the permitted facility. The applicant shall bear the burden of demonstrating that changes in technology, after taking economic considerations into account, have not minimized or eliminated the need for the permitted facility. If a new use permit is not granted, the applicant shall remove the facility in accordance with this chapter.

(2) All conditional use permits shall include appropriate stealth technology requirements.

(Code 1986, § 12-2-79; Ord. No. 27-98, § 4, 7-23-1998; Ord. No. 6-02, § 1, 1-24-2002)

Sec. 12-3-57. to 12-3-59. Reserved

ARTICLE VI. DEVELOPMENT PLAN REVIEW

Sec. 12-3-60. Purpose

The purpose of the development plan review process is to ensure development applications for the projects listed in the following section are consistent with this code, the comprehensive plan, and will not have a negative impact on the surrounding area or public infrastructure.

Sec. 12-3-61. Applicability

The developments listed below are required to undergo development plan review in accordance with the requirements of this section:

(a) New development within the conservation and interstate corridor zoning districts

(b) Multifamily developments over 35 feet in height within the RH-2 district and buildings over 45 feet in height in the RO, R-NC, and R-NCB districts.

(c) Nonresidential parking in RL-1, RL-2, RL-3, RM-1, R-ZL, RH-1, RO, R-NCB, PR-1, and PR-2 zoning districts.

(d) Major revisions to approved plans within a Specific Site Development district (SSD).

(e) Allowing in the M-2 zoning district a use or the expansion of a use or building not permitted in the M-1 district and not specifically listed as allowed in M-2.

(f) Development bonuses offered in chapter 12-4, article V.

Sec. 12-3-62. Concurrent submission of preliminary and final development plans

For review of specific uses and upon approval of the Mayor or designee, preliminary and final development plans may be reviewed concurrently. All plan requirements set forth in this article shall be complied with when exercising this concurrent review. When this concurrent submission option is exercised, the planning board review of development plans will take place prior to city council review/approval.

Sec. 12-3-63. Submittal requirements

Requests for development plan approval shall be filed as prescribed in section 12-3-17. See article II of this chapter for general provisions related to preapplications, application submittal, initial staff review, public notices, and other procedural requirements. The following items are required as part of the submittal for preliminary and final development plan review. In the event that the development plan necessitates the use of several sheets, an index shall be provided.

(a) *General information*. The following information shall be provided in graphic or written form as necessary to satisfy the requirements:

(1) Legend, including:

a. Name of the development;

b. Total area of the property in square feet and acres;

c. Scale (at a minimum of 1" = 100');

d. North arrow;

e. Existing zoning on the property, including any overlay districts; and

f. Date of preparation.

(2) Vicinity map, at a scale not less than 1" = 2,000', showing the relationship of the proposed development to surrounding streets and public facilities within a one-mile radius.

(b) *Existing conditions*, including:

(1) Existing streets, both on and within 300 feet of the proposed development. For the final development plan, the following will also be required:

a. Street names;

b. Right-of-way width of each street;

c. Driveway approaches and curb cut locations; and

d. Medians and median cut locations.

(2) Zoning districts, major shopping areas, residential areas, public buildings, rights-of-way, public utilities and other major facilities surrounding the proposed development for a radius of 300 feet;

(3) Existing lot lines and major easements on the property indicating the purpose of each easement;

(4) Existing land uses and location of buildings and structures on the property;

(5) 100-year flood elevation and limits of the 100-year floodplain;

(6) The approximate normal high water elevations or boundaries of existing surface water bodies, wetlands, streams and canals;

(7) Generalized tree cover and existing vegetation cover limits. A tree survey identifying species and diameter at breast height (DBH) sizes shall be required;

(8) Projects located in the conservation zoning district must also submit the following:

a. Location and characteristics of all environmental features such as wetlands, trees, bluffs, and wildlife areas;

b. Location of all transportation and utility rights-of-way and easements;

c. Location and characteristics of allowable types of development; and

d. Any other factors deemed relevant to the health, safety, preservation and protection, or welfare of lands within or surrounding the designated areas.

(9) The final development plan submittal shall, in addition to the above, include the following:

a. A conceptual drainage report showing direction of flow and proposed methods of stormwater retention.

b. The location of any geodetic information system monuments retention (required in conjunction with the final development plan submittal).

(c) *Proposed development*.

(1) The preliminary development plan shall include:

a. A preliminary layout showing the following, as applicable:

1. Location of proposed lots, land uses and building sites, including, among other things, total area in square feet and acres, number of dwelling units, dwelling unit density by land use, floor area minimum standards, lot size, height of structures, yard and spacing requirements and amount and location of recreation and common open space areas;
2. General location of all existing and proposed off-street parking and loading areas and roadways, by type, including width of right-of-way and paved streets;
3. Location of all rights-of-way, easements, utilities, and drainage facilities that are proposed for the development;
4. If applicable, a statement proposing how the developer plans to limit adverse effects on threatened or endangered native flora or fauna; and
5. A general statement of the proposed development schedule.

b. A stormwater management plan, if applicable, per section 12-3-12.

c. A traffic impact analysis, if applicable per section 12-3-12.

(2) The final development plan shall include the same information as required for the preliminary development plan with the addition of the following detailed information:

a. A detailed statement of agreement, provisions, and covenants that govern the ownership, development, use maintenance, and protection of the development, in any common or open areas;

b. Location of existing and proposed land uses and exact locations of all existing and proposed improvements including:

1. Buildings and structures;
2. Curb cuts;
3. Driveways and interior drives;
4. Off-street parking and loading;
5. Storage facilities;
6. Proposed roadways, by type, including width of right-of-way and paved streets; and
7. Traffic control features and signage.

c. Exact location of lots and building sites, including, among other things, total acreage of the proposed project; total acreage in residential use, commercial use, common open space, recreational area, parking lots; number of dwelling units broken down by type (multi-family, single-family, etc.) and overall dwelling unit density, floor area minimum standards, lot size, height of structures, yard and spacing requirements and amount and location of recreation and common open space areas;

d. The exact location and use of existing and proposed public, semipublic or community facilities including areas proposed to be dedicated or reserved for community or public use;

e. A landscape and tree protection plan if the development consists of multi-family residential, commercial, or industrial development. The plan shall be submitted to the inspection services department and reviewed by the city's designated arborist. The landscape and tree protection plan shall be drawn to scale by a landscape architect, architect or civil engineer licensed by the State of Florida, and shall include the following information:

1. Location, size and species of all trees and shrubs to be planted.
2. Location of proposed structures, driveways, parking areas, required perimeter and interior landscaped areas, and other improvements to be constructed or installed, including how permanent landscaping will address erosion control.
3. Location of irrigation system to be provided. All planted areas shall have an underground irrigation system designed to provide one hundred percent coverage.
4. Landscape and tree protection techniques proposed to prevent damage to vegetation, during construction and after construction has been completed.
5. Location of all protected trees noting species and DBH.
6. Identification of protected trees to be preserved, protected trees to be removed, including dead trees, and trees to be replanted on site.
7. Proposed grade changes which might adversely affect or endanger protected trees with specifications on how to maintain trees.
8. Certification that the landscape architect, architect, or civil engineer submitting the landscape and tree protection plan has read and is familiar with chapter 12-8 of this code, pertaining to tree and landscape regulation.

f. If applicable, drawings depicting general architectural features and appearance of representative building types, locations of entrances, and types of surfacing such as paving, gravel and grass, and signing and lighting devices;

g. Location of outdoor waste disposal facilities, if applicable;

h. Provisions for access by emergency vehicles, if applicable; and

i. A specific statement of the development schedule including, if applicable, a phasing plan.

Sec. 12-3-64. Review process for development plans

(a) *Preliminary development plan review process*. The review of preliminary development plans shall be as follows.

(1) *Staff review*. The city staff shall review the preliminary plan of development with respect to its design and compatibility with surrounding uses, major thoroughfare plan, comprehensive land use plan, and existing and future community services. Efforts to resolve plan deficiencies shall be made prior to submittal of the plan to the planning board.

(2) *Planning board review*. The planning board conducts a public hearing and, except for amendments to an approved SSD plan, makes the final decision. If the planning board does not approve the preliminary development plan, it shall give the applicant a reasonable period of time to make appropriate amendments to the plan. At the time of review, the board may require that any aspect of the overall site plan which does not meet the standards established in this section be incorporated and brought into compliance within a time limit approved by the board.

(3) *City council review*. In the case of proposed amendments to an approved SSD plan, the city council holds a hearing and makes the final decision.

(b) *Final development plan review process*. The review of final development plans shall be as follows.

(1) The applicant shall submit the final development plan application to the city as provided in section 12-3-17.

(2) The plan will be distributed to appropriate city departments for review. The city shall attempt to resolve any differences between city staff and the developer prior to the submittal of the final development plan. If such differences are not resolved within 30 days of submission by the owner of a final development plan, the plan shall be submitted to the planning board at its next meeting whether or not such differences are resolved.

(3) If the planning board approves the final development plan, the applicant may proceed to obtain building permits. In the case of amendments to an approved SSD plan, the planning board forwards a recommendation to the city council. The city council shall hold a meeting for the purpose of determining whether the plan meets the criteria for approval.

(4) If the final development plan is approved, the original shall be filed with the city clerk and additional copies shall be filed with the city building official and such other places as required by law.

Sec. 12-3-65. Review criteria for development plans

In their review of development plans, the review and approval authorities shall consider the following:

(a) Consistency with the regulations contained in this code.

(b) The proposed development shall incorporate measures to mitigate any potential impacts the development may have on the surrounding properties and shall not adversely affect the public health, safety, or welfare.

(c) The proposed development shall be provided with adequate public facilities and services, including roads, drainage, water, sewer, and police and fire protection.

(d) The proposed development will not create undue traffic congestion or will mitigate any potential impacts.

(e) The proposed development shall minimize, to the extent reasonably possible, adverse effects on the natural environment.

(f) Where the development involves buildings, the board and council must consider exterior design of the building, including the front, sides, rear and roof; building materials, textures, and colors; site layout, including features such as walls, walks, terraces, off-street paved areas, plantings, accessory buildings, signs, and other appurtenances; and relation of the building to the immediate surroundings and to the district in which it is located. The term "exterior" shall be deemed to include all of the outer surfaces of the building and exterior site work, including painting, and is not restricted to those exteriors visible from a public street or place.

(g) In the case of a proposed new building, such building shall not, in itself or by reason of its location on the site, impair the architectural or historic value of buildings in the immediate vicinity.

(h) In the case of a proposed alteration or addition to an existing building, such alteration or addition shall not impair the architectural value of the building.

Sec. 12-3-66. Effect of approval of a final development plan

Any plan approved and filed hereunder shall be binding upon the owner, his or her successors and assigns, and the subject property, and shall limit and control the issuance and validity of all building permits and shall restrict and limit the construction, location, use and operation of all land and structures included within the plan to all conditions and limitations set forth in the plan. Application for a building permit shall be initiated within six months from the date of approval of the final development plan. If such application has not been filed within such period, the applicant shall be required to resubmit the development plan in accordance with this subsection, prior to obtaining a building permit.

A building permit may be revoked in any case where the conditions of the final development plan have not been or are not being complied with, in which case the building official shall follow permit revocation procedure.

Sec. 12-3-67. Expiration of development plans

Final development plans must be submitted within six months of the date of approval of the preliminary plan of development. For good cause shown, the planning board may, in its discretion, extend the time within which to file the final development plan for successive periods, the total of which shall not be more than an additional six months.

Sec. 12-3-68. Minor changes to an approved final development plan

Minor changes to the final development plan may be approved by the city engineer, planning services director, and building official when, in their opinion, the changes do not violate the provisions of this title, do not make major changes in the arrangement of the buildings or other major features of the final development plan, and do not substantially conflict with action taken by the city council. Major changes such as, but not limited to, changes in land use or an increase or decrease in the area covered by the final development plan may be made only by following the procedures outlined in filing a new preliminary development plan. The city council shall approve such modification only if the revised plan meets the requirements of this title.

Sec. 12-3-69. Changes to approved plans in Site Specific Development districts (SSD)

While no new rezonings to SSD are allowed, approved developments in the SSD may apply for modifications to their approved development plans as follows.

(a) *Minor changes to an approved SSD final development plan.* Minor changes to a final development plan may be approved by the mayor or designee when in their opinion the changes do not make major changes in the arrangement of buildings or other major features of the final development plan.

(b) *Major changes to an approved SSD final development plan.* Major changes such as, but not limited to, changes in land use or an increase or decrease in the area covered by the final development plan may be made only by following the procedures outlined in filing a new preliminary development plan as described in this article.

(c) *Procedure for review of plans.* If a review board has been established in this title for a special neighborhood district, every application for development or redevelopment shall be subject to review and approval by said board.

Sec. 12-3-70. to 12-3-79. Reserved

ARTICLE VII. SPECIAL PLANNED DEVELOPMENT

Sec. 12-3-80. Purpose

Conventional subdivision development may not always result in the most optimal use of land in terms of environmental or historic resource protection and/or changing development patterns. The comprehensive plan encourages infill development that is compatible with the surrounding land uses. The requirements for special planned developments have been established in order to allow for flexibility and creativity in site planning for residential or mixed residential/office/commercial developments by allowing deviations from lot size and yard requirements and by allowing private streets.

Sec. 12-3-81. Location and permitted uses

Special planned developments shall be allowed in all zoning districts provided that only land uses permitted within the future land use district are allowed.

Sec. 12-3-82. General requirements

(a) All residential densities for the future land use district must be met. A special planned development may include more than one housing type, provided that all the proposed housing types are permitted within the future land use district.

(b) Private streets and drives may be permitted within a special planned development pursuant to compliance with requirements established in chapter 12-7.

(c) Any tract of land for which a special planned development application is made shall be owned by an individual or group of persons, partnerships, business associations, or corporations; and such applications shall be jointly made by all such owners. The owner shall utilize one of the following general plans for providing for the ownership, use, maintenance and protection of any private streets and/or proposed common open space areas:

(1) Establish an association or nonprofit corporation of all individuals and entities owning property within the special planned development.

(2) Owner to retain ownership control of such area and be responsible for the maintenance thereof.

(3) Any other method proposed by the owner that is acceptable to the city council. Said proposed alternate method shall serve the purpose of providing for the ownership, use, maintenance, and protection of the common open space areas.

Sec. 12-3-83. Submittal requirements

Requests for special planned development approval shall be filed as prescribed in section 12-3-17. See article II of this chapter for general provisions related to preapplications, application submittal, initial staff review, public notices, and other procedural requirements.

Sec. 12-3-84. Review procedures

(a) *Planning board review*. The planning board shall hold an advertised public hearing and provide a recommendation to city council based on their findings of compliance with code and the review criteria.

(b) *City council review*. The city council holds a hearing and makes a final decision.

(c) A building permit shall not be issued for the development, or part thereof, until the city council has approved the final development plan, and the approved final development plan has been recorded in the office of the county comptroller.

Sec. 12-3-85. Review criteria

The reviewing authorities shall include consideration of the following criteria:

(1) Consistency with the adopted Comprehensive Plan.

(2) Consistency with the general intent of the land development code and specifically with the design standards set forth in chapter 12-5, article I.

(3) Compatibility with the existing development pattern and the zoning of nearby properties.

(4) Potential impacts on the public health, safety and welfare of the community.

(5) If applicable, the development must comply with subdivision design and platting requirements as set forth in this code.

Sec. 12-3-86. Effect of approval

(a) Application for building permits to construct a special planned development shall be required within one year from the date of approval of the final development plan. If substantial and continuous construction has not been demonstrated within two years from the date of approval of the final development plan, then the special planned development shall be considered null and void.

(b) All plans approved and recorded hereunder shall be binding upon the owner, his or her successors and assigns, and the subject property, and shall limit and control the issuance and validity of all building permits and shall restrict and limit the construction, location, use and operation of all land and structures included within such plans to all conditions and limitation set forth in such plans.

(1) Minor changes to the final development plan may be approved by the mayor or designee when in their opinion the changes do not violate these regulations or make major changes in the arrangement of buildings or other major features of the final development plan. Major changes may be made only by following the procedures outlined in filing a new preliminary development plan. The city council shall approve such modification only if the revised plan meets the requirements of this chapter in its entirety.

(2) The mayor or designee shall ensure that when development is undertaken, it shall be completed in compliance with approved development plans prior to the issuance of an occupancy permit. No individual building permits shall be issued for buildings not conforming to the final development plan as approved by the city council, or as amended in compliance with the provisions of this chapter.

(3) Issuance of final occupancy permit by the city as far as the owner, his or her successors or assigns, are concerned shall be conclusive evidence of compliance with this chapter and the requirements for the final development plan theretofore recorded. A building permit may be revoked in any case where the conditions of the final development plan have not been or are not being complied with, in which case the building official shall follow permit revocation procedures.

Sec. 12-3-87. Specific types of special planned developments

The following development types may be processed through the special planned development process.

(a) *Zero-lot-line.* Zero-lot-line developments provide for only one side yard for each individual lot for detached units and no side yard for attached units except for the end units. A special planned development may be partially or totally comprised of zero-lot-line lots. A zero-lot-line special planned development shall comply with the minimum standards established for the R-ZL zoning district in chapter 12-4.

(b) *Cluster development.* A special planned development may take the form of a cluster development, which is intended to provide for the protection of environmental and historic resources and common areas. A reduction in lot sizes and areas is allowed if all the land that is saved is reserved for permanent common use in the form of common areas and that the following requirements are met:

(1) The amount of common area contained in a cluster development must be equal to or greater than the amount of open space provided by required yards or of park land that would have been required by subdivision regulations for the same site.

(2) Historic buildings, structures or sites may be included as part of the common area requirements, provided that the site is restored and maintained in a manner consistent with guidelines established by the United States Department of the Interior in their publication "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings."

Sec. 12-3-88. to 12-3-89. Reserved

ARTICLE VIII. TREE REMOVAL AND PRUNING PERMIT

Sec. 12-3-90. Applicability

This section establishes the procedures for obtaining a permit to cut, remove, prune, or in any way damage a protected tree on developed property, within the public right-of-way, and within the canopy road tree protection zones identified in section 12-8-2.

Sec. 12-3-91. Exception

Notwithstanding anything in this article or Chapter 12-8 to the contrary, no tree protection plan, notice, application, approval, permit, fee, mitigation, replacement, payment in lieu of planting, tree planting trust fund contribution, or replanting shall be required for the pruning, trimming, or removal of a tree where the property owner possesses documentation meeting the requirements of F.S. § 163.045. For purposes of this section, “documentation,” “residential property,” and “unacceptable risk” shall

have the meanings set forth in section 163.045, F.S., as may be amended. Documentation may be provided by an arborist certified by the International Society of Arboriculture or a Florida-licensed landscape architect, as provided by F.S. § 163.045. Nothing in this section shall prohibit the City from requesting documentation after pruning, trimming, or removal for purposes of determining whether the statutory exemption applies, nor shall this section limit enforcement where the property owner did not possess documentation meeting the requirements of F.S. § 163.045 at the time of the pruning, trimming, or removal.

Sec. 12-3-92. Submittal requirements

The applicant must submit a copy of an accurately scaled drawing showing the location of the subject tree, noting species, size, and general condition. Public utilities are exempt from this requirement.

Sec. 12-3-93. Review process

Prior to the issuance of a tree removal and pruning permit, the city's designated arborist shall conduct an on-site inspection and shall grant or deny the permit and issue any explanation necessary to clarify the basis for the determination. In the event an application is denied, the city's designated arborist shall specify to the applicant in writing the reason for said action.

Sec. 12-3-94. Review criteria

The city's designated arborist may approve the permit if one or more of the conditions set forth in section 12-8-4 are present.

Sec. 12-3-95. *Notice*

(a) If removal is sought for one or more heritage trees or for more than ten protected trees (including heritage trees sought to be removed), a sign shall be posted for every 100 feet of roadway frontage and must be located no further back than four feet from the property line nearest each respective roadway adjacent to the property.

(b) Each sign shall be of black lettering on a white background and contain two horizontal lines of legible and easily discernible type. The top line shall state: "Tree Removal Permit Applied For." The bottom line shall state: "For Further Information Contact the City of Pensacola at 311" (or other number as designated by the mayor). The top line shall be in legible type no smaller than six inches in height. The bottom line shall be in legible type no smaller than three inches in height. There shall be a margin of at least three inches between all lettering and the edge of the sign.

Sec. 12-3-96. Heritage tree removal mitigation

(a) In the event that a heritage tree is approved for removal, tree replacement shall be provided per section 12-8-6 or a fee shall be paid into the tree planting trust fund per section 12-8-23.

b) Notwithstanding any other provision of this chapter, the mitigation cost to a residential property owner, or individual or group of owners, for residential properties with four or less units on site where the property is already developed shall not exceed $1,000.00; provided, however, no mitigation cost shall be charged where statutorily prohibited.

Sec. 12-3-97. Utility companies

The city's designated arborist may issue an annual permit to public utility companies exempting them from the provisions of this section concerning tree preservation. In the event of flagrant or repeated disregard for the intent and purpose of this chapter, the department may revoke said permit. The reasons for revoking such a permit shall be provided in writing to the offender.

(a) Prior to entering a targeted area for pruning by the utility, the utility representative shall submit for approval to the city a clearly marked plan of the area, showing location of trees and noting what is being requested by the utility company. The city's designated arborist shall approve the plan and an additional permit fee shall be paid to the City of Pensacola for the specific area noted on the plan submitted (see chapter 7-10 of this Code) pursuant to the City’s adopted forms and fees.

(b) All public utilities, governmental agencies, and their subcontractors shall comply with the American National Standards Institute, ANSI A300-1995, Tree, Shrub and Other Woody Plant Maintenance—Standard Practices, when pruning trees on public or private property. Notice shall be provided to landowners at least one week in advance of pruning and/or removing landowners' trees on private property. In no case shall the utility company be permitted to prune more than 30 percent of the existing tree canopy per year. Emergency removal requiring immediate action to protect the health and safety of the public is not subject to this chapter.

Sec. 12-3-98. to 12-3-99. Reserved

ARTICLE IX. SIGN PERMITS

Sec. 12-3-100. Application for permit

The application for a sign permit shall be made by the owner or tenant of the property on which the sign is to be located, or his or her authorized agent, or an appropriately licensed contractor. The building official shall, within five working days of the date of the application, either approve or deny the application or refer the application back to the applicant in any instance where insufficient information has been furnished. Signs in the historic, preservation, redevelopment, and South Palafox business districts require board review prior to the issuance of a permit (see below).

Sec. 12-3-101. Plans, specifications and other data

The application for a sign permit shall be accompanied by the following plans and other information:

(a) The name, address, and telephone number of the owner or person entitled to possession of the sign and of the contractor or erector.

(b) The location by street address of the proposed sign structure.

(c) A legal description of the property on which the sign is to be located and the current property owner.

(d) The structural design of the proposed sign, including the height, size, and materials and a site plan indicating location of the sign on the site.

(e) The building inspection division may require that plans submitted be prepared by a registered professional engineer of the state.

Sec. 12-3-102. Sign permits in the historic, preservation, redevelopment districts

(a) *Historic and preservation districts*. Signs with the Pensacola Historic District, North Hill preservation district, Old East Hill preservation district, and Palafox Historic Business District require approval by the architectural review board. The board will ensure the sign design, color scheme, and materials are consistent with the purpose, intent, and character of those districts. This process may be conducted by abbreviated review without the necessity for review by the entire board. The abbreviated reviewers will ensure the sign design, color scheme, lighting, and materials are consistent with the purpose, intent, and characters of those districts. If agreement cannot be reached as it pertains to such request for abbreviated review by the board designee and staff, then the matter will be referred to the entire board for a decision.

(b) *Gateway redevelopment, waterfront redevelopment, and South Palafox business districts*. Signs with the gateway redevelopment district, waterfront redevelopment district, and South Palafox business district require approval by the planning board. This process may be conducted by abbreviated review without the necessity for review by the entire board. The abbreviated reviewers will ensure the sign design, color scheme, lighting, and materials are consistent with the purpose, intent, and characters of those districts. If agreement cannot be reached as it pertains to such request for abbreviated review by the board designee and staff, then the matter will be referred to the entire board for a decision. It shall be the responsibility of the contractor or owner requesting a sign permit to furnish two plans of sign drawn to scale, including sign face area calculations, wind load calculations and construction materials to be used.

Sec. 12-3-103. Revocation of sign permit

The building official may revoke any permit issued under this chapter in any instance in which it shall appear that the application for the permit contains knowingly false or misleading information. If the work authorized under a sign permit has not been completed within six months after the date of issuance, said permit shall become null and void.

Sec. 12-3-104. to 12-3-109. Reserved

ARTICLE X. HISTORIC, CULTURAL, AND ARCHAEOLOGICAL RESOURCES

Sec. 12-3-110. Purpose and Intent

The purpose of this article is to promote the health, safety, education, cultural and economic welfare of the public by recognizing, preserving, and enhancing sites and districts of historical, cultural, architectural, and aesthetic significance. These efforts aim to safeguard the city's heritage, stabilize and improve property values, and revitalize historic areas through compatible new development. The article also seeks to foster civic pride, support tourism, strengthen the local economy, and encourage the use of historic places for the education and enjoyment of the public. Additionally, it facilitates access to federal and state preservation incentives, including grants, tax abatements, and programs such as the National Register of Historic Places.

No provision of this section shall be interpreted to prevent the restoration or reconstruction of any historic building or feature (as listed by the University of West Florida Historic Trust) in its original style, dimensions or position on its original structural foundation. Similarly, no provision of this section shall be interpreted to require a property owner to make modifications, repairs or improvements to property when the owner does not otherwise intend to make any modifications, repairs or improvements to the property, unless required elsewhere in this Code.

Sec. 12-3-111. Historic Landmark and District Designation

The purpose of local historic landmark and district designation is to maintain a list of sites, structures, objects and districts that are significant to the history of the city. Local historic landmark designation also provides recognition to property owners for their efforts in preserving the heritage of the city. The architectural review board shall have the authority to recommend to the city council that sites, structures, objects, or districts be granted historic landmark designation.

(a) *Designation criteria*. A site, structure, object, or district may be considered for historic landmark designation if it is significant in the city's history, architecture, archaeology and culture; possesses integrity of location, design, setting, materials, workmanship or association; and meets one or more of the following criteria:

(1) The site, structure, object or district is associated with events that have made a significant contribution to broad patterns of local, regional, state or national history.

(2) The site, structure, object or district is associated with the lives of persons significant in local, regional, state, or national history.

(3) The site, structure, object or district embodies the distinctive architectural characteristics of a type, period or method of construction, or represents the work of a master builder, architect or designer, or possesses high artistic values, or represents a significant and distinguishable entity whose components lack individual distinction.

(4) The site, structure, object or district has yielded or is likely to yield important archeological information related to history or prehistory.

(5) The site, structure, object or district is listed in the National Register of Historic Places.

(b) *Procedures for designation*. The architectural review board shall review all applications for the designation of historic resources, historic districts, and archaeological sites and zones, according to the following procedures:

(1) *Individual designation*. The designation of a local historic landmark may be initiated by a property owner, the historic preservation planner, or the architectural review board and shall comply with the following requirements.

a. For those individual designations initiated by the architectural review board or planner, the city shall notify the legal owner of record of the proposed designation (as determined by the most current Tax Rolls), by registered or certified U.S. mail, return receipt requested, at least 30 days before the architectural review board meeting at which the matter is scheduled.

b. No property, site, building, structure, object, landscape feature or other real or personal property will be designated as a historic resource without the written consent of the property owner. For multiple ownership sites, the applicant shall submit a written and notarized consent of all owners of the subject property. The board shall not consider requests for designation if consent is not given by all owners.

(2) *Historic district designation*. Upon the request of property owners or the direction of the architectural review board, the historic preservation planner shall research properties and ownership to define the boundaries of a proposed historic district and shall prepare a designation report, all in accordance with this section.

a. The historic preservation planner will compile a complete list of the potentially "contributing" and "noncontributing" properties to be included within the proposed historic district.

b. The historic preservation planner shall hold a public workshop to determine the support of the property owners in the proposed district. Notice of the public workshop shall be mailed to all owners of record (as determined by the most current county tax rolls), by first class U.S. mail, postage prepaid.

c. No historic district may be created unless more than 50 percent of the lots in the proposed district reflect a contributing resource within the historic district. In the event a contributing resource within a designated historic district is deemed noncontributing after designation, such change in status of the individual property shall not require a change to the boundaries of a designated historic district.

d. No property, site, building, structure, object, landscape feature or other real or personal property will be designated as a contributing resource in the historic district without the written and notarized consent of the owners of the contributing resource. Property owner consent, however, is not required to include a property as noncontributing within a designated historic district.

e. The historic preservation planner shall submit the designation report to the architectural review board.

(3) *Architectural review board review*. The architectural review board shall hold a public hearing on an application for historic landmark or district designation and shall send a recommendation to the city council on the proposed landmark or district designation.

(4) *City council review*. The city council shall hold a public hearing on the application. The council may approve or deny the recommendation of the architectural review board or may continue the public hearing and defer a decision if adequate information is not available.

Sec. 12-3-112. National Register Nominations

As a Certified Local Government (CLG), the city reviews nominations to the National Register of Historic Places. Prior to the consideration of any nomination of a property, site, or district within the City's jurisdiction, the owners of record and applicants shall be provided with written notice. Such notice shall be given no fewer than 30 calendar days and no more than 75 calendar days in advance of the public meeting. Any objection to the nomination by the property owner(s) must be submitted in writing and notarized to prevent nomination to the National Register.

Sec. 12-3-113. New construction and alterations to local historic landmarks or contributing resources

(a) *Applicability*. This section applies to all activities that require architectural review, including but not limited to the construction, renovation, demolition, and/or exterior alteration of local historic landmarks and contributing resources located within the following districts:

- Pensacola Historic District, which includes the HR-1, HR-2, HC-1, and HC-2 zoning districts;
- Old East Hill Preservation Zoning Districts, which include the OEHR-2, OEHC-1, OEHC-2, and OEHC-3 zoning districts;
- North Hill preservation zoning districts, which include the PR-1, PR-2, PC-1 zoning districts; and
- Palafox Historic Business District.

(b) *Submittal requirements*. See article II of this chapter for general provisions related to preapplications, application submittal, initial staff review, public notices, and other procedural requirements. In addition to the completed application form, the following must be submitted:

(1) *Plans* Every activity that requires a permit in order to erect, construct, demolish, renovate or alter an exterior of a building, sign or exterior site work, located or to be located in the historic and preservation zoning districts shall be accompanied by drawings or sketches. All drawings must be drawn to the scale noted below. The scale for other items, such as signs and details, shall be as large as necessary to fully define the detail of those items. Major projects with very large buildings may vary from the scale referenced above for ease of presentation.

a. *Site plan at* a minimum scale of 1" = 300" depicting the following.

1. Overall property dimensions, building size and location on the property, building setback lines, and building frontage zone.
2. Relationship of the proposed development with adjacent buildings, if any.
3. Layout of all driveways and parking on the site and note proposed materials.
4. All existing and proposed fences and signs with dimensions to show exact locations. Note materials and colors.
5. Existing trees and existing and proposed landscaping.

b. Floor plan at a scale of 1/8" = 1'-0" showing the following.

1. Locations and sizes of all exterior doors and windows.
2. Porches, steps, ramps and handrails.
3. For renovations or additions to existing buildings, indicate all existing conditions and features as well as the revised conditions and features and the relationship of both.

c. Exterior elevations of all facades at a scale of 1/8" = 1'-0" showing.

1. The relationship of this project to adjacent structures, if any.
2. Exposed foundation walls, including the type of material, screening, dimensions, and architectural elements.
3. Exterior wall materials, including type of materials, dimensions, architectural elements and color.
4. Exterior windows and doors, including type, style, dimensions, materials, architectural elements, trim, and colors.
5. Porches, steps, and ramps, including type of materials, dimensions, architectural elements and color.
6. Porch, stairs, and ramp railings, including type of material, dimensions, architectural elements, trim, and color.
7. Roofs, including type of material, dimensions, architectural elements, associated trims and flashing, and color.
8. Signs, whether they are built mounted or freestanding, including material, style, architectural elements, size and type of letters, and color. The signs must be drawn to scale in accurate relationship to the building and the site.

d. Miscellaneous. Show enlarged details of any special features of either the building or the site that cannot be clearly depicted in any of the above-referenced drawings.

(2) *Photographs*.

a. Renovations/additions to existing buildings.

1. At least four overall photographs per building so that all sides are clearly shown. In addition, photographs depicting the "streetscape" — that is, the immediate vicinity and all adjacent buildings — should be supplied.
2. If doors and/or windows are to be modified, provide a photograph of each door to be changed and at least one representative photograph of the type of window to be altered and replaced.
3. Any additional photographs as required to show specific details of any site or building conditions that will be altered or modified in any way by the proposed construction.

b. New construction.

1. Photographs of the site for the proposed new construction in sufficient quantity to indicate all existing site features, such as trees, fences, sidewalks, driveways, and topography.
2. Photographs of the adjoining "streetscape," including adjacent buildings to indicate the relationship of the new construction to these adjacent properties.

(3) *Descriptive product literature/brochures*.

a. Samples, photographs, or detailed, legible product literature on all windows, doors and shutters proposed for use in the project. The information must be sufficiently detailed to show style, dimensions, detailing, material type, and color.

b. Descriptive literature, samples, or photographs showing specific detailed information about signs and letters, if necessary to augment or clarify information shown on the drawings. The information must be sufficiently detailed to show style, dimensions, detailing, material type, and color.

c. Samples or descriptive literature on roofing material and type to augment the information on the drawings. The information must indicate dimensions, details, material, color and style.

d. Samples or literature on any exterior light fixtures or other exterior ornamental features, such as wrought iron, railings, columns, posts, balusters, and newels. Indicate size, style, material, detailing and color.

(c) *Procedures for review*.

(1) *Staff review*. Once the application is deemed complete, the Mayor or designee shall forward the application to the architectural review board with a written report summarizing the facts of the case and must schedule a date for a public hearing.

(2) *Review by the architectural review board*. Upon receiving the application, the ARB shall hold at least one advertised public hearing on the application in accordance with the procedures set forth in this Code.

a. The board shall consider plans for existing buildings based on their classification as contributing, non-contributing or modern infill as depicted on the map describing the applicable historic district, and shall review these plans based on regulations described herein for each of these building classifications.

b. In their review of plans for both existing buildings and new construction, the board shall consider exterior design and appearance of the building, including the front, sides, rear and roof; materials, textures and colors; plot plans or site layout, including features such as walls, walks, terraces, off-street paved areas, plantings, accessory buildings, signs, lights, awnings, canopies and other appurtenances; conformity to plans and themes promulgated, approved and/or amended from time to time by the city council; and relation of the building to immediate surroundings and to the district in which it is located or to be located. The term "exterior" shall be deemed to include all of the outer surfaces of the building and exterior site work, including painting, and is not restricted to those exteriors visible from a public street or place.

c. The board shall consider requests for design materials, alterations or additions, construction methods, paint colors or any other elements regulated herein, which do not meet the regulations as established in this subsection, when documentary proof in the form of photographs, property surveys, indication of structural foundations, drawings, descriptive essays and similar evidence can be provided.

d. The board shall not consider interior design or plan.

e. The board shall not exercise any control over land use, which is governed by particular provisions of this title, or over construction, which is governed by chapter 14-2.

(3) *Decision.* At the public hearing, the architectural review board shall approve, deny, or approve with conditions, subject to the acceptance of those conditions by the applicant. The architectural review board may suspend action on the application in order to seek technical advice from outside its members or to further meet with the applicant to revise or modify the application. Every decision of the board, in their review of plans for buildings or signs, shall be in the form of a written order stating the findings of the board, its decision and the reasons therefor, and shall be filed with and posted with the building permit on site. In the event the architectural review board denies any completed application, the applicant may appeal the architectural review board's decision to the city council in the manner provided for in article XIV of this chapter.

(4) *Conceptual approval*. At the request of an applicant, the board may conduct a conceptual review/approval. The applicant must specify such desire on their application. Conceptual approval applications shall be complete with the exception of final details such as material and color selections. Conceptual approval by the board does not permit the issuance of a building permit.

(5) *Recommendation for changes.* The board shall not deny any plans without giving its recommendations for changes necessary to be made before the plans are reconsidered. Such recommendations may be general in scope, and compliance with them shall qualify the plans for reconsideration by the board.

(6) *Time frames for review.* Applications requiring architectural review board review shall be scheduled for a public hearing within 45 days of receipt of a complete application. The full review process, including final action, shall be completed within one to three months depending on the complexity of the request and the number of hearings.

(d) *Review criteria*. Before approving the plans for any proposed building located or to be located in a preservation or historic district, the board shall find:

(1) In the case of a proposed alteration or addition to a designated or contributing structure within a historic district, the request is consistent with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.

(2) In the case of a proposed alteration or addition to any other buildings or the construction of a new building in the historic and preservation districts, that such alteration, addition, or new building will not, in itself or by reason of its location on the site, impair the architectural or historic value of buildings on adjacent sites or in the immediate vicinity. No plans for a new building shall be approved if that building will be injurious to the general visual character of the district in which it is to be located considering visual compatibility standards such as height, proportion, shape, scale, style, materials and colors.

(3) In the case of a proposed addition to an existing building, the construction of a new building, or building relocation, that such addition, new building or relocation will not adversely affect downtown redevelopment plans or programs or the comprehensive plan of the city.

(4) In the case of the proposed razing or demolition of an existing building that the regulations established in sections 12-3-114 through 12-3-116 shall apply.

(5) In the case of any proposed new or altered sign, that the sign is consistent with the standards listed in chapter 12-11 and will not impair the architectural or historical value of any building to which it is attached, nor any adjacent building, and that such sign is consistent with the theme and spirit of the block where it is to be located.

Sec. 12-3-114. Demolition of contributing resources

Demolition of a contributing structure constitutes an irreplaceable loss to the quality and character of the historic district and is strongly discouraged. Therefore, no permit shall be issued for demolition of a contributing structure unless the owner demonstrates clear and convincing evidence of unreasonable hardship to the board. Provided, however, nothing herein shall prohibit the demolition of a contributing structure if the building official determines that there is no reasonable alternative to demolition to bring the structure in compliance with the unsafe building code. When the owner fails to prove unreasonable economic hardship, the applicant may provide additional information to the board that may show unusual and compelling circumstances to receive board recommendation for demolition of the contributing structure.

The board shall be guided in its decision by balancing the historic, architectural, cultural and/or archaeological value of the particular structure against the special merit of the proposed replacement project.

(a) Submittal requirements.

(1) *Unreasonable Economic Hardship*. When a claim of unreasonable economic hardship is made, the public benefits obtained from retaining the historic resource must be analyzed and duly considered by the board. The owner shall submit to the board for its recommendation the following information:

a. For all property:

1. The assessed value of the land and improvements thereon according to the two most recent assessments;
2. Real estate taxes for the previous two years;
3. The date of purchase of the property or other means of acquisition of title, such as by gift or inheritance, and the party from whom purchased or otherwise acquired;
4. Annual debt service, if any, for the previous two years;
5. All appraisals obtained within the previous two years by the owner or applicant in connection with his or her purchase, financing or ownership of the property;
6. Any listing of the property for sale or rent, price asked and offers received, if any;
7. Any consideration by the owner as to profitable adaptive uses for the property;
8. Replacement construction plans for the contributing structure in question;
9. Financial proof of the ability to complete the replacement project which may include, but not be limited to, a performance bond, a letter of credit, a trust for completion of improvements, or a letter of commitment from a financial institution; and
10. The current fair market value of the property, as determined by at least two independent appraisals made by appraisers with competent credentials.

b. For income-producing property:

1. Annual gross income from the property for the previous two years;
2. Itemized operating and maintenance expenses for the previous two years, including proof that adequate and competent management procedures were followed;
3. Annual cash flow, if any, for the previous two years; and
4. Proof that efforts have been made by the owner to obtain a reasonable return on his or her investment based on previous service.

c. The applicant shall submit all necessary materials to the board at least 15 days prior to the board hearing in order that staff may review and comment and/or consult on the case. Staff and/or professional comments shall be forwarded to the board for consideration and review and made available to the applicant for consideration prior to the hearing.

d. The board may require that an applicant furnishes such additional information that is relevant to its determination of unreasonable economic hardship and may require that such additional information be furnished under seal. The board or its agent may also furnish additional information as the board believes is relevant. The board shall also state which form of financial proof it deems relevant and necessary to a particular case.

e. In the event that any of the required information is not reasonably available to the applicant and cannot be obtained by the applicant, the applicant shall file with his or her affidavit a statement of the information that cannot be obtained and shall describe the reasons why such information cannot be obtained.

(2) *Unusual and compelling circumstances*. When an applicant fails to prove economic hardship in the case of a contributing structure, the applicant may provide to the board additional information that may show unusual and compelling circumstances in order to receive a board recommendation for demolition of the contributing structure. The board, using criteria set forth in this subsection, shall determine whether unusual and compelling circumstances exist and shall be guided in its recommendation in such instances by the following additional considerations:

a. The historic or architectural significance of the structure;

b. The importance of the structure to the integrity of the historic district;

c. The difficulty or the impossibility of reproducing such a structure because of its design, texture, material, detail, or unique location;

d. Whether the structure is one of the last remaining examples of its kind in the historic district;

e. Whether there are definite plans for reuse of the property if the proposed demolition is carried out and what effect such plans will have on the architectural, cultural, historical, archaeological, social, aesthetic, or environmental character of the surrounding area, as well as the economic impact of the new development; and

f. Whether reasonable measures can be taken to save the structure from further deterioration, collapse, arson, vandalism or neglect.

(b) *Recommendation of demolition*.

(1) Should the applicant for demolition of a contributing structure satisfy the board that he or she will suffer an economic hardship if a demolition permit is not recommended, or, if in failing to demonstrate economic hardship, the applicant demonstrates unusual and compelling circumstances that dictate demolition of the contributing structure, either a recommendation for demolition or a recommendation for a six-month moratorium on the demolition shall be made.

(2) In the event that the board recommends a six-month moratorium on the demolition, within the moratorium period, the board shall consult with the University of West Florida Historic Trust, the city and any other applicable public or private agencies to ascertain whether any of these agencies or corporations can preserve or cause to be preserved such architectural or historically valuable buildings. If no agencies or organizations are prepared to preserve the buildings or cause their preservation, then the board shall recommend approval of the demolition.

(3) Following recommendation for approval of demolition, the applicant must seek approval of replacement plans prior to receiving a demolition permit and other building permits. Replacement plans for this purpose shall include, but shall not be restricted to, project concept, preliminary elevations and site plans, and adequate working drawings for at least the

foundation plan that will enable the applicant to receive a permit for foundation construction. The board may waive the requirements for replacement plans under extreme, unusual and compelling circumstances or public safety purposes.

(4) Applicants that have received a recommendation for demolition shall be permitted to receive such demolition permit without additional board action on demolition, following the board's recommendation of a permit for new construction.

Sec. 12-3-115. Demolition of non—contributing structures

(a) All applications for permits to demolish structures **other than contributing structures** shall be referred to the board for the purpose of determining whether or not the structure may have historical, cultural, architectural, or archaeological significance. Such determination shall be made in accordance with the criteria found in subsections 12-3-114(a)(2)a through f .

(b) The board shall make such determination within 30 days after receipt of the completed application and shall notify the building official in writing. If the structure is determined to have no cultural, historical, architectural, or archaeological significance, a demolition permit may be issued immediately, provided such application otherwise complies with the provisions of all city code requirements.

(c) If said structure is determined by the board to have historical significance, the board shall make such information available to the University of West Florida Historic Trust for review and recommendation as to significance. If the University of West Florida Historic Trust concurs in the significance, using criteria set forth in subsections 12-3-114(a)(2)a through f of this section, the board shall recommend to the city council that the structure be designated a contributing structure.

Sec. 12-3-116. Treatment of site following demolition

Following the demolition or removal of any buildings, objects or structures located in the historic district, the owner or other person having legal custody and control thereof shall:

(a) Remove all traces of previous construction, including foundation;

(b) Grade, level, sod and/or seed the lot to prevent erosion and improve drainage; and

(c) Repair at his or her own expense any damage to public rights-of-way, including sidewalks, curb and streets, that may have occurred in the course of removing the building, object, or structure and its appurtenances.

Sec. 12-3-117. Demolition of historic buildings outside historic and preservation districts

(a) *Purpose*. This section shall be known and cited as the City of Pensacola's Historic Building Demolition Review Ordinance. The purpose of this section is to establish a predictable process for reviewing requests to demolish certain historic buildings **not** located within historic and preservation land use districts in order to establish an appropriate waiting period during which the city and the applicant can propose and consider alternatives to the demolition of a building of historical, architectural, cultural or urban design value to the city.

(b) *Applicability*. The following buildings are subject to review by the architectural review board for the purpose of determining whether such buildings are historically significant:

(1) Buildings or the portions thereof that are is 50 years old or older.

(2) Buildings listed on the city's "Local Registry of Historic or Significant Buildings" and/or the Florida Division of Historical Resource's Florida Master Site File.

(3) Buildings or portions thereof determined to be a historically significant pursuant to subsection 12-3-111(a) .

(c) *Exemptions*. Demolition of historic buildings, whether contributing or noncontributing, located in the following districts shall be exempt from this section.

(1) Pensacola historic district;

(2) North Hill preservation district

(3) Old East Hill preservation district

(4) Palafox historic business district

(d) *Enforcement*.

(1) *Issuance of demolition permit.* The building official shall not issue a demolition permit unless any of the following provisions are true:

a. The building official has determined that the building is unsafe in accordance with section 14-2-222;

b. The architectural review board notifies the building official that the building is not subject to review under this section or is not a historically significant building;

c. The architectural review board determines that no demolition delay is required;

d. The building official does not receive a notice from the architectural review board within the time period set forth in subsection (e)(1) of this section;

e. The demolition delay period has expired.

(2) *Demolition.* Nothing in this section shall restrict the authority of the building official to order the building owner, or the city, to demolish a building at any time if the building official determines that the condition of a building or part thereof presents an imminent and substantial danger to the public health or safety.

(e) *Procedure*.

(1) *Application.* An application for review under this section shall be made in the manner provided below. The process, from start (application) to finish (determination and/or permit issuance), shall not exceed 120 days. If the applicant is not the owner of record of the building, the owner or owners of record shall co-sign the application.

a. *Time for filing application.* The applicant (or building owner) is encouraged to apply for review under this section as early as possible, so that any necessary review, and any delay period required by this section, may be completed prior to, or during, any other review to which the building or its site may be subject.

b. *Application for early review.* At any time prior to filing an application for a demolition permit, the applicant may apply for review under this section by submitting a request in writing to the architectural review board.

c. *Informational evidence.* The applicant must submit for review sufficient information to enable the architectural review board to make their determination, including an accurate site plan showing the footprint, photos of all sides of the subject building and the site to indicate all existing site features, such as trees, fences, sidewalks, driveways and topography, and photos of the adjoining streetscape, including adjacent buildings to indicate the relationship of the existing structure to the surrounding properties.

(2) *Determination*: Applicability of review and significance of building.

a. After its receipt of an application from planning staff, the architectural review board shall determine whether the building is subject to review under this section and whether the building is a historically significant building. The architectural review board may seek assistance from city staff or the University of West Florida's Historic Trust or the Archaeology Institute at the University of West Florida

b. The initial review process shall be handled as an abbreviated review involving staff, the chairperson or his or her designee of the architectural review board, and a staff member of West Florida's Historic Trust. If it is determined by the abbreviated review panel to be potentially historically significant, the application would then go to the full architectural review board for review. However, if the building is determined by the abbreviated review panel to not be historically significant by not meeting the designation criteria , the historic building demolition review will end.

c. The architectural review board shall issue a notice of its determination within 60 days of an application being received. If the architectural review board determines that the building is historically significant, such notice shall:

1. Invite the applicant to submit any information that the applicant believes will assist the architectural review board in:

i. Determining whether the building is subject to demolition delay according to the criteria set forth herein; and
ii. Evaluating alternatives to demolition.

2. Set forth the criteria for requiring demolition delay. The architectural review board shall make its determination concerning the requirement of demolition delay according to the following criteria: To determine that a historically

significant building is subject to the demolition delay, the architectural review board must find that, in the public interest, it is preferable that the building be preserved or rehabilitated rather than demolished. In making such finding, the architectural review board shall consider the criteria for determining historical significance.

3. The applicant is encouraged to present any information the applicant believes will assist the architectural review board in making its determination.
4. Provide information regarding the early determination of no feasible alternative. At the determination meeting or within the demolition delay period, the applicant may present any information the applicant believes will assist the architectural review board in evaluating alternatives to demolition. If, at such hearing, the architectural review board finds that demolition delay is required, and also finds that the information presented at such hearing is sufficient for the board to issue a determination that there is no feasible alternative to demolition, the board shall issue such determination within the time period set forth in this subsection for the issuance of the architectural review board's hearing determination.

(3) *Demolition delay*.

a. *Criteria for determination that building is subject to demolition delay.* To determine that a historically significant building is subject to the demolition delay, the architectural review board must find that, in the public interest, it is preferable that the building be preserved or rehabilitated rather than demolished. In making such finding, the architectural review board shall consider the criteria for determining historical significance.

b. *Delay period*.

1. If the architectural review board has issued a determination that a historically significant building is subject to demolition delay, the building official shall not issue a demolition permit until 60 days have elapsed from the date of determination but in no case exceeding the aggregate of 120 days from the date of application.
2. Upon expiration of the delay period, the architectural review board shall issue a notice in writing stating that such delay period has expired, and the date of such expiration, unless the architectural review board has issued a determination that there is no feasible alternative to demolition.

c. *Invitation to consider alternatives.* If the architectural review board has determined that a historically significant building is subject to demolition delay, and has not determined at the hearing that there is no feasible alternative to demolition, the architectural review board shall invite the applicant (or the owner of record, if different from the applicant) to participate in an investigation of alternatives to demolition. The architectural review board also may invite the participation, on an advisory basis, of city staff, as well as any individual or representative of any group whose participation the applicant (or owner) requests, to assist in considering alternatives.

(4) *Evaluation of alternatives to demolition*.

a. In evaluating alternatives to demolition, the architectural review board may consider such possibilities as: the incorporation of the building into the future development of the site; the adaptive re-use of the building; the use of financial or tax incentives for the rehabilitation of the building; the removal of the building to another site; and, with the owner's consent, the search for a new owner willing to purchase the building and preserve, restore, or rehabilitate it.

b. In evaluating alternatives to demolition, the architectural review board shall consider, and shall invite the applicant to present, the following information:

1. The cost of stabilizing, repairing, rehabilitating, or re-using the building;
2. A schematic, conceptual design drawing;
3. Any conditions the applicant proposes to accept for the redevelopment of the site that would mitigate the loss of the building; and
4. The availability of other sites for the applicant's intended purpose or use.

(5) *Determination of no feasible alternative.* If, based on its evaluation of alternatives to demolition, the architectural review board is satisfied that there is no feasible alternative to demolition, the architectural review board may issue a determination prior to the expiration of the delay period, authorizing the building official to issue a demolition permit.

(6) *Notice.* Any determination or notice issued by the architectural review board or its staff shall be transmitted in writing to the applicant, with copies to the building official and, where applicable, to any individual or group that the architectural review board has invited to participate in an exploration of alternatives to demolition.

Sec. 12-3-118. to 12-3-129. Reserved

ARTICLE XI. VARIANCES AND MODIFICATIONS

Sec. 12-3-130. Variances

(a) *Purpose*. The purpose of a variance is to provide limited relief from code requirements when strict enforcement would cause practical difficulty or unnecessary hardship. It also applies when a property's rare or unique physical characteristics—or other exceptional factors—make compliance impractical or significantly restrict its use. Variances that would permit a use not allowed in a district or that would create an inconsistency with the comprehensive plan are prohibited.

(b) *Applicability*. There are several types of variances as follows:

(1) *Zoning variance*. These variances provide relief from the zoning dimensional regulations. They are reviewed by the zoning board of adjustment.

(2) *Subdivision variances*. The subdivision variances are intended to provide relief from subdivision regulations which would cause unnecessary hardship due to topographical or other conditions peculiar to the site. These variances are reviewed by the zoning board of adjustment.

(3) *Building design variances*. Intended to provide relief from the building and dimensional regulations applicable within the waterfront and gateway redevelopment districts and the South Palafox business district (reviewed by the planning board) and the historic and preservation districts (reviewed by the architectural review board).

(c) *Submittal requirements.* Requests for variance approval shall be filed as prescribed in section 12-3-17. See article II of this chapter for general provisions related to preapplications, application submittal, initial staff review, public notices, and other procedural requirements.

(1) No application shall be considered complete until all of the following have been submitted:

a. The application shall be submitted on a form provided by the board secretary.

b. The application shall be accompanied by an accurate site plan drawn to scale and such other information as may be reasonably requested to support the application.

c. 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.

(2) All subdivision variances proposed as part of a subdivision plat must be identified and justified in a letter by the applicant to be attached to the plat being submitted (e.g., Variance Requested: Non-Standard Street ROW—Justification: Preservation of large live oak trees throughout the property). The reasons for the granting of any such variance shall be clearly specified and entered into the minutes of the zoning board of adjustment.

(d) *Review procedures*.

(1) *Board review*. The zoning board or adjustment, architectural review board, or planning board, as applicable, shall hold an advertised public hearing and make a final decision. Hearings on variance applications shall be conducted as a quasi-judicial hearing in accordance with the requirements of law.

(e) *Review criteria for zoning and subdivision variances*. In order to authorize any variance from the terms of this title, the zoning board of adjustment must find that:

(1) Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district;

(2) The special condition and circumstances do not result from the actions of the applicant;

(3) Granting the variance requested will not confer on the applicant any special privilege that is denied by this title to other lands, buildings, or structures in the same zoning district;

(4) Literal interpretation of the provisions of this title would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this title and would cause unnecessary and undue hardship on the applicant;

(5) The variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure;

(6) The variance will be in harmony with general intent and purpose of this title and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare;

(7) The variance will not constitute any change in the districts shown on the zoning map, will not impair an adequate supply of light and air to adjacent property, will not increase the congestion of public streets, or increase the danger of fire, will not diminish or impair established property values within the surrounding area, and will not otherwise impair the public health, safety, and general welfare of the city.

(f) *Review criteria for variances in the redevelopment, historic, preservation, and South Palafox Business districts*. In order to authorize any zoning variance from the terms of this title, the planning board must find in addition to the criteria specified above:

(1) That the variance granted will not detract from the architectural integrity of the development and of its surroundings;

(2) That the grant of the variance will be in harmony with general intent and purpose of this title and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare;

(g) *Conditions*. In granting any variance, the approving authority may prescribe appropriate conditions and safeguards in conformity with this title. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of the Code.

(1) The board may prescribe a reasonable time limit within which the action for which the variance is required shall begin or be completed or both.

(2) Under no circumstances, except as permitted above, shall the board grant a variance to permit a use not generally permitted in the zoning district involved or any use expressly or by implication prohibited by the terms of this title in the zoning district. No nonconforming use of neighboring lands, structures, or buildings in the same zoning district and no permitted use of lands, structures, or buildings in other zoning districts shall be considered grounds for the authorization of a variance.

Sec. 12-3-131. Administrative variances

Administrative variance requests must be submitted in writing and must include a to-scale site plan along with a detailed explanation and justification for the variance. Only one administrative variance per property may be granted. Subject to the criteria in subsection 12-3-130(e), the Mayor or designee may grant administrative variances to the following provisions of this chapter:

(a) Dimensional requirements may be varied by up to ten percent or two feet, whichever is less.

(b) Parking requirements may be varied by up to ten percent.

(c) Allowing a parking garage to dominate the street frontage per section 12-7-29.

(d) Requests for modifications over the percentages established above require approval by the zoning board of adjustment, architectural review board, or planning board, as applicable.

Sec. 12-3-132. Setback deviations for tree protection

(a) Deviations of up to 25% of the required setback or 10 feet, whichever is less, may be authorized by the mayor, or their designee for the preservation of heritage trees. Such deviation shall be the minimum amount necessary for the preservation of the trees. In no case shall the required setback be reduced to less than 10 feet. The mayor or designee are authorized to refer the application to the zoning board of adjustment for additional review.

(b) If a setback reduction request is sought for one or more heritage trees within any property in any zoning district identified in chapter 12-8, a sign shall be posted no further back than four feet from the property line nearest each respective roadway

adjacent to the property. One sign shall be posted for every 100 feet of roadway frontage. Each sign shall contain two horizontal lines of legible and easily discernible type. The top line shall state: "Heritage Tree Setback Reduction Request Applied For." The bottom line shall state: "For Further Information Contact the City of Pensacola at 311" (or other number as designated by the mayor). The top line shall be in legible type no smaller than six inches in height. The bottom line shall be in legible type no smaller than three inches in height. There shall be a margin of at least three inches between all lettering and the edge of the sign. The signs shall be posted by the applicant at their expense and shall remain continuously posted for two weeks prior to the requisite building, site work, or permit is issued.

Sec. 12-3-133. CRAUDOD Design modifications

(a) *Purpose*. The CRA urban design overlay district (CRAUDOD) standards are intended to achieve the principles outlined in section 12-5-31. However, specific site features, physical barriers or easement, and challenging characteristics affiliated with a particular site or type of use may create conditions that make compliance with a specific standard impractical or undesirable. In such instances alternative design solutions that achieve the principles may be considered. This section establishes the procedures for considering requests for a modification to the standards.

(b) *Review Process*. Modifications shall be approved through an abbreviated review process. This process shall require review by the architect advisor appointed by the city council (see section 12-3-6), the chair of the applicable redevelopment board representing the redevelopment district for which the project is located, and the urban design specialist or the mayor's designee. They shall promptly review plans and shall render their decision.

(1) The urban design specialist shall initiate the review, assessing the plans for compliance, determining the extent of the modification, and providing recommendations.

(2) The architect advisor shall review the plans and the recommendation of the urban design specialist in making their determination.

(3) The applicable redevelopment board chair shall review the final determination for appropriateness within the applicable redevelopment area.

(4) Upon final determination by the reviewers, the urban design specialist shall provide the applicant with a copy of the signed application.

(c) *Review criteria*. The review and decision to approve, deny or approve with modifications shall consider the overlay principles defined in section 12-5-31. and the following considerations:

(1) The physical conditions of the property such as floodplain, drainage, tree preservation, or small or irregular lot shape making compliance to the specific standard physically impossible and this hardship is not created by the applicant; and/or

(2) If by its nature, including its function and intensity, the development constitutes a special use or presents a particular circumstance that causes challenges integrating into an urban, walkable, neighborhood environment; and

(3) The modification will not significantly impact adjacent property owners, the character of the area, traffic conditions, parking, public infrastructure, water quality, or other matters affecting the public health, safety and general welfare; and

(4) The modification will not result in a substantial departure from the key principles that buildings should:

a. Front the street and be located close to the street edge;

b. Provide interest to those walking and biking past by avoiding blank walls;

c. Create a human-scaled street edge and add value to the walkability of streets; and

d. Include key architectural features which reflect traditional neighborhood character.

Sec. 12-3-134. Reasonable accommodation for Certified Recovery Residences

This section is intended to implement the statutory requirement to provide reasonable accommodation from any land use policy, regulation, or procedure that prohibits the establishment of a certified recovery residence.

Per section 397.487, F.S., a recovery residence is a residential dwelling unit, the community housing component of a licensed day or night treatment facility with community housing, or other form of group housing, which is offered or advertised through any means, including oral, written, electronic, or printed means, by any person or entity as a residence that provides a peer-supported, alcohol-

free, and drug-free living environment. A certified recovery residence is a recovery residence that holds a valid certificate of compliance and is actively managed by a certified recovery residence administrator.

(a) *Application submittal*. The applicant must submit an application on a form provided by the city and must include the following information:

(1) The name and contact information of the applicant or the applicant's authorized representative.

(2) The property address and parcel identification number

(3) A description of the accommodation requested and the specific regulation or policy from which relief is sought

(4) Proof of license as a certified recovery residence and proof that the recovery residence administrator is certified or has applied for certification as a recovery residence administrator.

(5) The applicant shall demonstrate that the accommodation being sought for all of the individuals who will occupy the recovery residence is reasonable and necessary. The applicant shall have the burden of establishing that the individuals on whose behalf the application has been submitted are protected under the provisions of the FHA and/or ADA.

(6) There is no application fee involved.

(b) *Completeness review*. Upon receipt of the application, city staff shall date-stamp it. If additional information is required, staff must notify the applicant in writing within the first 30 days after receiving the application and allow the applicant at least 30 days to respond.

(c) *Review*. Applications for reasonable accommodation are subject to the following review. A final written determination on the application shall be issued within 60 days after receipt of a completed application. If a final written determination is not issued within 60 days after receipt of a completed application, the request is deemed approved unless the parties agree in writing to a reasonable extension of time.

(1) *Administrative review*. Upon receipt of an application for reasonable accommodation, the Mayor or designee shall determine whether the information contained in the application is complete. If, due to the nature of the application, the Mayor or designee determines that, based upon the information contained in the application, it would not impact adjacent properties, the application may be approved administratively. If it is determined that the application may potentially impact adjacent properties, the application shall be reviewed by the planning and zoning board.

(2) *Planning board review*. If the application is referred to the planning board, the board shall consider the application and relevant testimony or evidence concerning the application. The board shall grant the accommodation as requested, grant the accommodation subject to conditions or changes, or deny the application stating with specificity the objective, evidence-based reasons for denial and identifying any deficiencies or actions necessary for reconsideration.

(d) *Revocation*. The city may revoke a granted accommodation of a certified recovery residence for cause, including, but not limited to, a violation of the conditions of approval or the lapse, revocation, or failure to maintain certification or licensure required under this section, if not reinstated within 180 days.

Sec. 12-3-135. to 12-3-139. Reserved

ARTICLE XII. CONCURRENCY MANAGEMENT AND MONITORING

Sec. 12-3-140. Concurrency management

The city adopted a concurrency management system, effective May 1, 1991, to ensure that public facilities and services needed to support development are available concurrent with the impacts of such developments. Subsequently, the city designated a transportation concurrency exception area (TCEA) within the boundaries of the Urban Core Community Redevelopment Area. Roads within the TCEA are exempt from meeting adopted roadway LOS standards. Developments within the TCEA, however, are not exempt from submitting a traffic impact analysis if required by section 12-3-12.

In determining the availability of services or facilities, a developer may propose, and the city may approve, developments in stages or phases so that facilities and services needed for each phase will be available in accordance with the standards required by subsections (a) through (c) of this section.

(a) *Potable water, sanitary sewer, solid waste, and drainage*. The following standards shall be met to satisfy the concurrency requirement:

(1) The necessary facilities and services are in place at the time a development permit is issued; and

(2) A development permit is issued subject to the condition that the necessary facilities and services will be in place when the impacts of the development occur;

(3) The necessary facilities are under construction at the time a permit is issued;

(4) The necessary facilities and services are guaranteed in an enforceable development agreement that includes the provisions of subsections (1), (2), or (3) above. An enforceable development agreement may include, but is not limited to, development agreements pursuant to F.S. § 163.3220 et seq., or an agreement or development order issued pursuant to F.S. ch. 380. The agreement must guarantee that the necessary facilities and services will be in place when the impacts of the development occur.

(b) *Recreation and open space*. The city shall satisfy the concurrency requirement by complying with the standards in subsections (a)(1), (2), (3), or (4) of this section, or by ensuring that the following standards will be met:

(1) At the time the development permit is issued, the necessary facilities and services are the subject of a binding executed contract that provides for the commencement of the actual construction of the required facilities, or the provision of services within one year of the issuance of the development permit; or

(2) The necessary facilities and services are guaranteed in an enforceable agreement that requires the commencement of the actual construction of facilities or the provision of services within one year of the issuance of the applicable development order. An enforceable development agreement may include, but is not limited to, development agreements pursuant to F.S. § 163.3220 et seq., or an agreement or development order issued pursuant to F.S. ch. 380.

(c) *Roads designated in the comprehensive plan*. The city shall satisfy the concurrency requirement by complying with the standards in subsection (a)(1), (a)(2), (a)(3), (a)(4), (b)(1), or (b)(2) of this section. In addition, in areas in which the city has committed to provide the necessary public facilities and services in accordance with its five-year schedule of capital improvements, the following provisions shall apply:

(1) The capital improvements element and a five-year schedule of capital improvements that, in addition to meeting all the other statutory and rule requirements, must be financially feasible. The capital improvements element and schedule of capital improvements may recognize and include transportation projects including in the first three years of the applicable, adopted state department of transportation five-year work program.

(2) The five-year schedule of capital improvements that includes both necessary facilities to maintain the adopted level of service standards to serve the new development proposed to be permitted and the necessary facilities required to eliminate that portion of existing deficiencies that are a priority to be eliminated during the five-year period under the city's plan schedule of capital improvements pursuant to subsection (a)(1) of this section.

(3) A realistic, financially feasible funding system based on currently available revenue sources that are adequate to fund the public facilities required to serve the development authorized by the development order and development permit and which public facilities are included in the five-year schedule of capital improvements.

(4) The five-year schedule of capital improvements shall include the estimated date of commencement of actual construction and the estimated date of project completion.

(5) Actual construction of roads and the provision of services must be scheduled to commence in or before the third year of the five-year schedule of capital improvements.

(6) An amendment to the comprehensive plan shall be required to eliminate, defer, or delay construction of any roads or service that is needed to maintain the adopted level of service standard and that is listed in the five-year schedule of improvements.

(7) A proportionate share agreement, if accepted by the city, may be provided by the applicant for roadways within the project area that are failing.

Sec. 12-3-141. Concurrency review

The concurrency review shall compare the available and reserved capacity of the facility or service to the demand projected for the proposed development. The available capacity shall be determined by adding the total of the existing excess capacity and the total future capacity of any proposed construction and/or expansion of facilities that meets the requirements of subsection (a) of this section.

(a) *Burden of showing compliance.* The burden of showing compliance with the adopted levels of service and meeting the concurrency evaluation shall be upon the applicant. The city may require whatever documentation is necessary to make a determination and applicants shall utilize the level of service calculation utilized in the City's LOS study.

(b) *Exemptions.*

(1) Final approved development orders relating to a development of regional impact project, pursuant to F.S. ch. 380, are exempt from concurrency review.

(2) Any applicant for a building permit or development order who alleges that this chapter, as applied, constitutes or would constitute a temporary or permanent taking of private property or an abrogation of vested rights must affirmatively demonstrate that either site construction approval or residential subdivision infrastructure approval has been granted by the city engineer on or before May 1, 1991, that construction commenced within six months of the granting of such approval, and that construction has proceeded at a reasonable pace toward completion.

(c) *Action upon failure to show available capacity.* Where available capacity cannot be shown, the following methods may be used to maintain adopted level of service.

(1) Level of service improvements. The project owner or developer may provide the necessary improvements to maintain level of service. In such case, the application shall include appropriate plans for improvements; documentation that such improvements are designed to provide the capacity necessary to achieve or maintain the level of service; and recordable instruments guaranteeing the construction, consistent with calculations of capacity above.

(2) Project alteration. The proposed project may be altered such that projected level of service is no less than the adopted level of service.

(Code 1986, § 12-1-7; Ord. No. 13-92, § 1, 5-28-1992; Ord. No. 8-99, § 1, 2-11-1999; Ord. No. 16-10, § 197, 9-9-2010)

Sec. 12-3-142. to 12-3-149. Reserved

ARTICLE XIII. LICENSE TO USE RIGHT-OF-WAY

Sec. 12-3-150. Purpose

A license to use city right-of-way allows individuals or entities to utilize portions of the public right-of-way for specific activities which may include construction, or potentially long-term occupations like balconies or overhangs. License to use right-of-way applications are reviewed by the planning board and city council. However, minor encroachments, as defined below, may be approved administratively.

Sec. 12-3-151. Submittal requirements

Requests shall be filed as prescribed in section 12-3-17. See article II of this chapter for general provisions related to preapplications, application submittal, initial staff review, public notices, and other procedural requirements. Each application shall be accompanied by the following information and such other information as may be reasonably requested to support the application.

(3) Accurate site plan drawn to scale;

(4) Reason for license to use request.

Sec. 12-3-152. Administrative review and approval

Encroachments into the right-of-way which do not pose any safety concerns, maintain a six-foot wide pedestrian path, do not require the installation of columns or supports within the right-of-way, and do not interfere with any utilities or facilities within the right-of-way are deemed minor encroachments and may be approved administratively if the provisions of this section are met. Encroachments allowed under this section include, but are not limited to, awnings, driveways, and out-swinging doors.

(a) *Design standards*.

(1) For out swinging doors, the permittee must demonstrate a physical barrier has been provided to prevent the door from swinging into anyone within the public right-of-way.

(2) The building official or city engineer will determine the boundaries of the minor encroachment area.

(3) Failure to maintain the minor encroachment area may result in citations being issued.

(b) *Application*. Applications for minor encroachments shall be made jointly by the property owner and the business owner for the respective property that is seeking an extension of its business premises. The request shall be reviewed by the building official or his or her designee prior to the issuance of building permits. For minor driveway encroachments, the city engineer or designee shall review the request prior to the issuance of a permit. If the request is denied or if it is determined that the encroachment does not meet the criteria for administrative approval, the permittee may either withdraw the request or request planning board and city council review pursuant to section 12-3-153.

(c) *Approval of outdoor seating areas*. Outdoor seating areas shall be approved by the city via an annual permit and must comply with the outdoor seating area policy of the city.

Sec. 12-3-153. Planning board and city council review and approval

Encroachments that do not qualify for administrative approval, require planning board and city council review.

(a) *Planning board review and recommendation*. The planning board shall review the license to use right-of-way request and make a recommendation to the city council.

(b) *City council action*. The city council shall approve, approve with modifications, or deny the license to use right-of-way request. If the request is approved by city council, a license to use agreement will be drawn, at which time the license becomes effective upon execution by the applicant and the city and payment by the applicant of any required fee.

Sec. 12-3-154. Insurance required

Each permittee of a encroachment area permit approved administratively or by the city council shall furnish a certificate of insurance evidencing commercial general liability insurance with limits of not less than $1,000,000.00 in the aggregate combined single limit, for bodily injury, personal injury and property damage liability. The insurance shall provide for 30 days prior written notice to be given to the city if coverage is substantially changed, canceled, or nonrenewed. The city will give permittee at least 90 days prior written notice of any increase in the required limits of liability. The permittee will agree to have in force, by the end of such 90-day period, the newly required limits of liability. The city shall be named as an additional insured on a primary, noncontributory basis for any liability arising directly or indirectly from the operation of a minor encroachment area; and the permittee shall indemnify, defend and hold the city harmless from any loss that results directly or indirectly from the permit issuance or the operation of the minor encroachment area. Each permittee shall maintain the insurance coverage required under this section during the permit period. The certificate of insurance shall be presented to the city prior to the issuance of a permit under this section. Failure of the permittee to maintain the insurance required by this section shall result in the revocation of the minor encroachment area permit.

Sec. 12-3-155. Transferability

A permit for a minor or major encroachment area is transferable from one owner or ownership group to another due to a sale or transfer of the property or business so long as the new owner provides the city a new proof of insurance for the minor or major encroachment area.

Sec. 12-3-156. Indemnification

Permittee shall indemnify and hold harmless the city from any and all liability, claims, demands, damages, expenses, fees, fines, penalties, expenses (including attorney's fees and costs), suits, proceedings, actions or causes of action, of every kind and nature whatsoever, arising out of or occurring in connection with the occupancy and/or use of the permitted area by permittee, its successors, assigns, officers, employees, servants, agents, contractors, or invitees, of whatsoever description, or resulting from any breach, default, non-performance, or violation of any of permittee's obligations. The permittee shall at his or her own expense defend any and all actions, suits, or proceedings that may be brought against the city or in which the city may be impleaded with others in any such action or proceeding arising out of the use or occupancy of the minor encroachment area. This subsection shall survive the termination of this permit.

Sec. 12-3-157. to 12-3-159. Reserved

ARTICLE XIV. APPEALS

Sec. 12-3-160. Appeals of administrative decisions

The zoning board of adjustment hears and decides appeals when it is alleged that there is error in any order, requirement, decision, or determination made by an administrative official in the enforcement of any provision of this title. In exercising its powers, the board may, in conformity with provisions of this section, reverse or affirm, wholly or partly, or may modify the order, requirement, decision, or determination made by an administrative official in the enforcement of this title, and may make any necessary order, requirement, decision, or determination, and to that end shall have all the powers of the officer from whom the appeal is taken. The concurring vote of a majority of all the members of the board shall be necessary to reverse any order, requirement, decision, or determination of any such administrative official or to decide in favor of the applicant on any matter upon which the board is required to pass under this section.

(a) Appeals to the zoning board of adjustment may be filed by any person aggrieved or by any officer or board of the city affected by any decision of an administrative official under this title. Such appeal shall be filed within 30 days after rendition of the order, requirement, decision, or determination appealed from by filing with the officer from whom the appeal is taken and with the board a notice of appeal specifying the grounds thereof.

(b) The administrative official from whom the appeal is filed shall, upon notification of the filing of the appeal, forthwith transmit to the zoning board of adjustment all the documents, plans, papers, or other materials constituting the record upon which the action appealed from was made.

(c) An appeal to the zoning board of adjustment stays all work on the premises and all proceedings in furtherance of the action appealed from, unless the official from whom the appeal was filed shall certify to the board that, by reason of facts stated in the certificate, a stay would cause imminent peril to life or property. In such case, proceeding or work shall not be stayed except by a restraining order, which may be granted by the board or by a court of competent jurisdiction on application on notice to the officer from whom the appeal is filed and on due cause shown.

Sec. 12-3-161. Appeals of planning board and architectural review board administrative decisions

Any person or entity whose property interests are substantially affected by an administrative decision of a board may, within 15 days thereafter, apply to the city council for review of the board's decision. A written notice shall be filed with the city clerk requesting the council to review said decision. If the applicant obtains a building permit within the 15-day time period specified for review of a board decision, said permit may be subject to revocation and any work undertaken in accordance with said permit may be required to be removed. The appellant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition of the application.

Sec. 12-3-162. Appeals of quasi-judicial or judicial decisions

Any person, jointly or severally, aggrieved by a judicial or quasi-judicial decision of a board or the city council may apply to the circuit court of the First Judicial Circuit of Florida within 30 days after rendition of the decision. Review in the circuit court shall be by

petition for writ of certiorari or such other procedure as may be authorized by law. The board, building inspector, or attorney of the city of Pensacola must be notified of the appeal within five (5) days of the application being made to the Circuit Court.

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CHAPTER 12-4. ZONING DISTRICTS

ARTICLE I. IN GENERAL

Sec. 12-4-1. Official maps

(a) The boundaries of the future land use categories and zoning districts are delineated on official maps for the city entitled "The Future Land Use Map for the Comprehensive Plan of the City of Pensacola" and "The Zoning Map of the City of Pensacola" which, with all explanatory matter set forth thereon, are incorporated in and hereby made a part of this title.

(b) If changes are made to district boundaries or other matter portrayed on the official land use or zoning map, such changes shall be made on the official maps promptly after the amendments have been approved by the city council. A land use and/or zoning number and an ordinance number shall be given to each change and a file of such changes kept by the city.

Sec. 12-4-2. Interpretation of district boundaries

Where uncertainty exists as to the boundaries of districts as shown on the official land use or zoning map, the following rules shall apply:

(a) Where district boundaries appear to follow centerlines of streets, alleys, easements, railroads and the like, they shall be construed as following centerlines.

(b) Where district boundaries appear to follow lot, property or similar lines, they shall be construed as following such lines.

(c) In subdivided property or where a district boundary divides a lot, the location of such boundary, unless the same is indicated by dimensions, shall be determined by use of the scale appearing on the map.

(d) Where a district boundary line divides a lot or parcel of land the uses permitted in the zoning district on either portion of the lot may be extended a distance not to exceed 50 feet beyond the district line into the remaining portion of the lot.

(e) Where any street or alley is hereafter officially vacated or abandoned, the regulations applicable to each parcel of abutting property shall apply to that portion of such street or alley added thereto by virtue of such vacation or abandonment.

(f) Boundaries indicated as following shorelines shall be construed to follow the mean high water line and, in the event of change in the shoreline, shall be construed as moving within the high water mark; boundaries indicated as approximately following the centerlines of streams, rivers, canals, lakes or other bodies of water shall be construed to follow such centerlines.

(g) All areas within the corporate limits of the city that are underwater and are not shown as included within any district shall be subject to all of the regulations of the district that immediately adjoins the water area. If the water area joins two or more districts, the boundaries of each district shall be construed to extend into the water area in a straight line until they meet the other district.

Sec. 12-4-3. Future land use categories and zoning districts

In the establishment, by this chapter, of the respective zoning districts, the city council has given due and careful consideration to the peculiar suitability of each district for the particular regulations applied thereto, and the necessary, proper and comprehensive groupings and arrangements of the various uses and densities of population in accordance with a well-considered plan for the development of the city.

In order to regulate and limit the height and size of buildings, to regulate and limit the intensity of the use of lot areas, to regulate and determine the areas of open spaces surrounding buildings, to classify, regulate and restrict the location of trades and industries, and to regulate the location of buildings designed for specified industrial, business, residential, and other uses, the city is hereby divided into the following districts:

FUTURE LAND USE CATEGORIES/ MAXIMUM DENSITY (units per acre)	**ZONING DISTRICTS**
STANDARD ZONING DISTRICTS	
Conservation Land Use (CO)	CO Conservation zoning district.
Low-Density Residential Land Use (LDR) – 5 upa	RL-1 Single-family zoning district. RL-2 Single-family zoning district.

FUTURE LAND USE CATEGORIES/ MAXIMUM DENSITY (units per acre)	ZONING DISTRICTS
	RL-3 Single-family zoning district.
Medium-Density Residential Land Use (MDR) – 18 upa	RM-1 Medium density residential zoning district. RM-2 Medium density residential zoning district. RM-3 Medium density residential zoning district
High-Density Residential Land Use (HDR) – 35 upa	R-ZL Zero-lot-line dwelling zoning district. RH-1 High density residential zoning district. RH-2 High density residential zoning district.
Office Land Use (O) – 35 upa	RO Residential/office zoning district.
Residential/Neighborhood Commercial Land Use (RNC) – 35 upa	R-NC Residential/neighborhood commercial zoning district. R-NCB Residential/neighborhood commercial zoning district.
Commercial Land Use (C) – 35 upa; 135 upa in the Dense Business Area (DBA)	C-1 Commercial zoning district (retail). C-2A Commercial zoning district (retail). C-2 Commercial zoning district (retail). C-3 Commercial zoning district (wholesale and light industry).
Industrial Land Use—ID	M-1 Light industrial zoning district. M-2 Heavy industrial zoning district.
Airport Land Use (A) – 5 upa	ARZ Airport restricted zoning district. ARZ-1 Airport restricted zoning district. ATZ-1 Airport transition zoning district 1. ATZ-2 Airport transition zoning district 2.
Business (B) – 108 upa	SPBD South Palafox business zoning district.
Interstate Corridor Land Use (IC) – 35 upa	IC Interstate corridor zoning district.
HISTORIC, PRESERVATION, AND REDEVELOPMENT ZONING DISTRICTS	
Historic and Preservation Land Use—(HP) – 35 upa	HR-1 Historic one- and two-family zoning district. HR-2 Historic multiple-family zoning district. HC-1 Historic commercial zoning district. HC-2 Historic commercial zoning district. PR-1 North Hill Preservation single-family zoning district. PR-2 North Hill Preservation multiple-family zoning district. PC-1 North Hill Preservation commercial zoning district. OEHR-2 Old East Hill residential/office district. OEHC-1 Old East Hill neighborhood commercial district. OEHC-2 Old East Hill retail commercial district. OEHC-3 Old East Hill commercial district.
Redevelopment Land Use (R) – 100 upa in GRD and 60 upa in WRD	GRD Gateway redevelopment zoning district. GRD-1 Gateway redevelopment district, Aragon redevelopment area. WRD Waterfront redevelopment zoning district. WRD-1 Waterfront redevelopment zoning district.

(Code 1986, § 12-2-1; Ord. No. 29-93, § 1, 11-18-1993; Ord. No. 13-06, § 4, 4-27-2006; Ord. No. 28-07, § 1, 6-14-2007)

Sec. 12-4-4. Use interpretations and adaptive reuse

(a) *Uses allowed*. Tables 12-4.1 and 12-4.2 list the uses allowed in each zoning district. Uses or structures not expressly listed in the tables as Permitted (P) or Conditional Use (C) are prohibited. Uses listed as Permitted or Conditional Use, or subject to additional standards (section number listed in table), may be established in that district only after approval of an application in accordance with the procedures and requirements established in chapter 12-3.

(b) *Use determinations*. If there is uncertainty about a use, the Mayor or designee shall determine the classification, if any, within which the use falls, based on its characteristics and similarity to other uses in the district. With respect to the Pensacola historic district, the North Hill preservation district, and the Old East Hill preservation district, the zoning board of adjustment may make an administrative interpretation allowing a use other than those expressly permitted in the table.

(c) *Mixed-use*: Mixed-use developments may only include uses that are specifically allowed in the applicable zoning district. If any use in a proposed mixed-use development requires Conditional Use approval, the entire mixed-use site must be reviewed under the conditional use process.

(d) *Adaptive reuse*. The adaptive reuse of vacant public, semi-public, institutional, church, or historically significant structures within the RM-1, RM-2, R-ZL, RH-1 and RO zoning districts may be approved through conditional use permit. The redevelopment of the existing building may occur within its existing footprint or may be expanded subject to compliance with the lot coverage, building coverage, and height standards for the applicable zoning district. Existing buildings that exceed 45 feet in height may be redeveloped within the existing building envelope; buildings that are less than 45 feet in height may not be expanded to exceed 45 feet in height. The following uses or combination of uses may be permitted through the conditional use permit:

(1) Any type of residential development at a maximum density of 35 units per gross acre.

(2) Dormitories.

(3) Childcare facilities, nursing homes, rest homes, convalescent homes.

(4) Studios, with no outside storage or work permitted.

(5) Banks, offices.

(6) Restaurants.

(7) Retail; personal services.

(8) Fitness centers.

(e) *Outdoor storage or work*. No outside storage or work shall be permitted in conjunction with any listed use, unless specifically stated in this code.

Sec. 12-4-5. Dimensional standards, general provisions

Unless otherwise stated in this Code, no structure may be constructed or relocated to a lot unless both the structure and the lot comply with the minimum bulk and dimensional requirements of the applicable zoning district. This section provides general guidance for applying and interpreting the bulk and dimensional standards across all zoning districts.

(a) *Yard requirements*.

(1) Except as otherwise specified herein, each lot shall have a front yard, side yard(s), and a rear yard, meeting the minimum depth required within the applicable zoning district (see chapter 12-2 for the definition of yards).

(2) Side yard requirements for dwellings shall be waived where dwellings are erected above stores or shops; however, such dwellings shall meet the same yard requirements established for the ground floor commercial structure.

(3) Required yards shall be measured to the finished surface of the building closest to the property line.

(4) Every part of a required yard shall be open from its lowest point to the sky unobstructed, except for that portion occupied by permitted accessory structures, trees and shrubs. The following elements may encroach into a yard as noted. Projections, however, shall not exceed beyond the property line or into the public right-of-way.

a. Sills, belt courses, cornices, buttresses, and ornamental features may project by up to 24 inches. Eaves may project by up to 36 inches.

b. Balconies and bay windows may project up to three feet.

c. Porches and stoops may encroach up to ten feet into the required front and side corner yard setbacks. In the CRA, the encroachments shall be in accordance with the facade types defined in Table 12-5.1.

d. Open or enclosed fire escapes, outside stairways, and landings may project by up to 3.5 feet

e. The ordinary projections of chimneys and flues may be permitted by the building official.

f. Where permitted, shading devices may project into the front setback up to the property line with a minimum eight-foot clearance from grade.

(5) On lots 30 feet or less in width, and on lots located within the CRA urban design overlay district (CRAUDOD), air conditioning units shall be located in the rear yard.

(6) On through lots (defined in chapter 12-2), a minimum front yard shall be provided along each street in accordance with the provisions of this chapter, unless a nonaccess easement is established on one frontage of such lot.

(b) *Building height*. Building height shall be measured as follows:

(1) Except as noted below, building height shall be measured from the average finished grade of the site to the bottom of the main roof in the case of pitched roof buildings or the bottom of the parapet in the case of flat roof buildings. For buildings with roof slopes exceeding 12:12, building height shall be measured to the midpoint between the highest ridge and the lowest eave of the primary roof.

(2) In the CRAUDOD, building height for multifamily and nonresidential uses is measured in stories. Stories shall be measured from finished floor to finished floor with the exception of one-story buildings which shall be measured floor to ceiling. Each story shall be subject to the height restrictions noted in Table 12-4.1. Story heights that exceed the maximum height specified in the table are allowed but shall be counted as two stories for the purpose of determining compliance with maximum building height.

TABLE 12-4. 1. STORY HEIGHT REQUIREMENTS IN THE CRAUDOD

	Ground Floor		Upper Floors (feet)
	Minimum (feet)	Maximum (feet)	
SINGLE FAMILY			
Single family buildings	9	NA	9 min.
MULTIFAMILY			
RH-1 through C-3	12	16	14 max.
MIXED-USE AND NON-RESIDENTIAL			
RL-3 through RH-1	12	16	14 max.
R-NC, R-NCB and RO	14	20	14 max.
C-1, C-2, C-2A and C-3	14	24	14 max.

(3) Regardless of the use or site zoning designation, the height of a building in special flood hazard areas shall be measured from a point three feet above the required base flood elevation, as established by the currently effective Flood Insurance Rate Map (FIRM).

(4) The height limitations contained in this chapter do not apply to chimneys, water tanks or towers, elevator bulkheads, stacks, ornamental towers or spires, monuments, cupolas, domes, false mansards, and necessary mechanical appurtenances usually required to be placed above the roof level and not intended for human occupancy. However, the heights of these structures or appurtenances shall remain subject to all applicable Federal Aviation Administration height limitations and airport overlay district regulations (see chapter 12-12).

(5) To incentivize parking garages as part of multi-story developments, any floor dedicated entirely to parking—whether located below, above, or between residential, commercial, and/or office uses—shall not count toward the maximum allowable building height.

(c) *Lot frontage on streets*. All lots shall abut a public street. public right-of-way, or private street except for lots fronting on Bayou Chico, Bayou Texar, Pensacola Bay and Escambia Bay if proof of recorded access easement is provided.

(d) *Development density*.

(1) Maximum residential density shall be expressed in number of dwelling units per gross residential acre. In the determination of the maximum number of units to be allowed on a lot, the permitted number shall be made proportional to any fraction of the acreage that is part of the lot. Accessory dwelling units shall not count toward density calculations.

(2) In the single-family districts, no more than one single-family dwelling unit shall be erected on a lot, unless the second unit is an accessory dwelling unit.

(3) Maximum densities may not be achievable in all districts as the dimensional standards for each district may limit the number of units possible.

(4) For horizontal and vertical mixed-use, the density shall be calculated based on the combined residential and non-residential acreage of the site. The combined development must meet the building height, lot coverage, and building coverage requirements of the district, unless development bonuses are approved as provided for in article V of this chapter.

(e) *Design guidelines*. All multiple-family residential and nonresidential development shall meet the design standards established in chapter 12-5, article I.

(f) *Other sections of the code*. In addition to the standards noted in this chapter, all developments are required to meet all other requirements of this code and, if located within an overlay district, the provision of those districts.

Sec. 12-4-6. to 12-4-9. Reserved

ARTICLE II. STANDARD ZONING DISTRICTS ESTABLISHED

Sec. 12-4-10. Purpose of standard districts

For the purposes of this title, the city is divided into future land use categories and zoning districts in the manner provided for elsewhere in this title. Each land use category shall contain a set of zoning districts that may be permitted within its boundaries and are consistent with its allowable uses. The purpose of each zoning district is as follows:

(a) *Conservation district (CO).* The conservation zoning district is intended to preserve open space as necessary for protecting water resources, preserving scenic areas, preserving historic sites, providing parklands and wilderness reserves, conserving endemic vegetation, preventing flood damage, and preventing soil erosion.

(b) *Single-family residential zoning districts (RL-1, RL-2, RL-3).* The purpose of the single-family zoning districts (formerly known as R-1AAAAA, R-1AAAA, and R-1AAA) is to provide and preserve areas of low-density single-family in areas deemed suitable because of compatibility with existing development and/or the environmental character of the areas. The nature of the use of property is basically the same in all three single-family zoning districts. Variation among the districts is in the dimensional requirements.

(c) *Medium density residential zoning districts (RM-1, RM-2, and RM-3).* The purpose of the medium density residential districts (fka. R-1AA, R-1A, and R-1B). is to allow a mixture of medium density dwellings, to support the provision of missing middle housing such as duplexes, triplexes, and quadruplexes, a means to increase housing diversity and affordability while maintaining neighborhood character. 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.

(d) *High density residential zoning districts (R-ZL, RH-1, and RH-2).* The RH-1 and RH-2 zoning districts (fka. R-2A and R-2B) are established to provide for the efficient use of land for multifamily residential development and to serve as a buffer between low and medium-density residential developments and commercial, industrial, major transportation arteries, or other uses that are not typically compatible with a low-density residential environment. The zoning regulations are intended to maintain a high standard of quality in the development of multifamily housing. Included in this group is the residential zero-lot-line (R-ZL) district, which is intended to accommodate detached single-family dwellings with a zero side yard building setback on one side and a wider side yard setback on the opposite side.

(e) *Residential/office zoning district (RO).* The residential/office zoning district (fka. R-2) is established for the purpose of providing for a mixture of residential housing types and densities and office uses. Residential and office uses shall be allowed within the same structure. When the RO zoning district is located in older, developed areas of the city, the zoning regulations are intended to provide for residential or office infill development at a density, character, and scale compatible with the surrounding area. In some cases, the RO district is also intended as a transition zone between commercial and residential uses.

(f) *Residential/neighborhood commercial zoning district (R-NC and R-NCB).* The residential/neighborhood commercial zoning districts are established for the purpose of providing for a mixture of residential housing types and densities, professional uses and certain types of neighborhood convenience-shopping-retail sales and service uses. Residential and office or commercial uses shall be allowed within the same structure. When the R-NC/R-NCB zone is established in older sections of the community in which by custom and tradition the intermixing of such uses has been found to be necessary and desirable, the zoning regulations are intended to provide for infill development at a density, character, and scale compatible with the surrounding

area. When the R-NC/R-NCB zoning district is located in newer developing areas where it is necessary and desirable to create a transition zone between a residential and a commercial district, the zoning regulations are intended to provide for mixed office, commercial, and residential development.

(g) *Commercial zoning districts (C-1, C-2A, C-2, and C-3).* The commercial zoning districts are established to accommodate a range of commercial development, from compact shopping establishments to limited industrial/high intensity commercial uses. Conventional residential uses are permitted, including upper floor residential units above ground floor commercial or office spaces, and other mixed-use developments. New development and redevelopment shall follow the city's design standards and guidelines contained in chapter 12-5, article I.

(1) Designed to meet the immediate needs of the community, the C-1 zoning district allows businesses that provide frequently needed goods and services. The C-1 zoning district also serves as a transition between mixed-use neighborhood commercial areas and more intense commercial zones.

(2) The downtown and retail commercial zoning districts (C-2A and C-2) are intended to provide for major commercial areas primarily for retail sales and service establishments catering to community and regional markets.

a. The downtown retail commercial (C-2A) zoning district accommodates a mix of restaurants, retail shops, entertainment, and service establishments, with an emphasis on pedestrian-oriented ground floor establishments and market spaces.

b. The commercial retail (C-2) zoning district is intended for large scale retail and service establishments serving the broader community and regional markets.

(3) The C-3 wholesale and light industry zoning district supports general commercial services, wholesale distribution, storage and light fabrication. This district is intended for businesses requiring larger spaces for operations while maintaining compatibility with commercial uses.

(h) *South Palafox business zoning district (SPBD).* The South Palafox business district is intended to promote the compatible redevelopment of the city's historic downtown waterfront by encouraging high quality site planning and architectural design that is compatible with both the historic character of the existing structures and the waterfront activities. The district regulations help avoid excessive building height and mass, and vehicular congestion.

(i) *Industrial zoning districts (M-1 and M-2).* The industrial zoning districts are established for the purpose of providing areas for industrial development serving community and regional markets. The districts are intended to facilitate the manufacturing, warehousing, distribution, wholesaling and other industrial functions of the city and the region. New residential uses are prohibited in the M-2 zoning district. The industrial district regulations are designed to:

(1) Encourage the formation and continuance of a compatible environment for industries, especially those which require large tracts of land and/or employ large numbers of workers;

(2) Protect and reserve undeveloped areas that are suitable for industries;

(3) Discourage development of new residential or other uses capable of adversely affecting or being affected by the industrial character of this district; and

(4) Provide an opportunity for review by the planning board and approval by the city council for specific uses that may be an environmental nuisance to the community.

(j) *Airport zoning districts (ARZ, ARZ-1, ATZ-1, ATZ-2).* The airport zoning districts are established for the purpose of regulating land owned by the Pensacola International Airport or immediately adjacent to the airport, which is considered sensitive due to its relationship to the runways and its location within noise zones "A" and "B" as defined in chapter 12-12. Lands zoned ARZ and ARZ-1 are owned by the city and allow open space, recreational, commercial, and industrial uses compatible with airport operations. The areas designated as airport transitional zones (ATZ-1 and ATZ-2) permit a wider range of uses.

(k) *Interstate corridor zoning district (IC).* The purpose of this district is to provide for nonhighway land uses both below and adjoining the Interstate 110 corridor on land owned by the state department of transportation and leased by the city as shown in the site development plan in the DOT "Corridor Location, Design and Multiple Use Report: Interstate 110, Pensacola, Escambia County, Florida, 1972."

(l) *Site Specific Zoning District (SSD).* No new rezonings to SSD are allowed. However, sites currently zoned SSD can retain that designation. See chapter 12-3, article VI, for procedures applicable to amending approved SSD final development plans.

Sec. 12-4-11. Schedule of uses for standard zoning districts

The following tables list the uses allowed in each standard zoning district. Uses listed as Permitted (P) or Conditional Use (C) uses, or subject to additional standards (section number listed in table), may be established in that district only after approval of an application in accordance with the procedures and requirements in chapter 12-3. Uses or structures not expressly listed in the table as Permitted or Conditional Use are prohibited. See section 12-4-4 for general provisions related to use and section 12-4-13 for uses permitted in the Airport Restricted Zone (ARZ) district.

TABLE 12-4. 2. SCHEDULE OF USES FOR RESIDENTIAL DISTRICTS

P=Permitted; C=Conditional Use; Blank=Prohibited	See section	RL-1, RL-2, RL-3	RM-1	RM-2	RM-3	R-ZL	RH-1	RH-2
RESIDENTIAL USES								
Single-family detached dwellings		P	P	P	P	P	P	P
Zero-lot-line dwellings						P	P	P
Duplex			P	P	P	P	P	P
Townhouses, up to 2 units			P	P	P	P	P	P
Townhouses, more than 4 units						P [1]	P	P
Multifamily (triplex and quadruplex)			P [2]	P [2]	P [2]	P	P	P
Multifamily, more than 4 units							P	P
Manufactured homes	12-6-34	P	P	P	P	P	P	P
Manufactured home park	12-6-35						P	P
SUPPORT USES								
Accessory dwelling units	12-6-2	P	P	P	P	P [3]	P [3]	P [3]
Accessory office units	12-6-3		C	C	C			
Bed and breakfast	12-6-23		C	C	C	P [4]	P [4]	P [4]
Cemeteries	12-6-24		P	P	P			
Childcare facilities	12-6-25		C	C	C	C	P [4]	P [4]
Churches and religious institutions	12-6-26	P	P	P	P		P [4]	P [4]
Communication towers	12-6-27	C	C	C	C	C	C	C
Community residential homes, 6 or fewer residents	12-6-28	P	P	P	P	P	P [4]	P [4]
Community residential homes, 7 to 14 residents	12-6-28						P [4]	P [4]
Family day care homes		P	P	P	P	P	P	P
Home occupations	12-6-6	P	P	P	P	P	P	P
Non-residential parking	12-6-37	P [5]	P	P	P	P	P	P
Public parks and playgrounds		P	P	P	P	P	P	P
Public use		P	P	P	P	P	P [4]	P [4]
Schools and educational institutions	12-6-38	P	P	P	P	P	P [4]	P [4]
Utility use, minor	12-6-30	P	P	P	P	P	P	P

[1] Limited to eight townhouse units per row.
[2] Provided they meet the design standards of section 12-5-35(a)(4).
[3] In conjunction with single family homes only.
[4] Must comply with the minimum standards for the RM-2 zoning district for single-family detached dwellings.
[5] Limited to the RL-3 district.

TABLE 12-4. 3. SCHEDULE OF USES FOR NON-RESIDENTIAL AND MIXED-USE DISTRICTS

P=Permitted; C=Conditional Use; Blank=Prohibited	See section	RO	R-NC	R-NCB	C-1	C-2A	C-2	C-3	SPBD	M-1	M-2 [1]	CO	ATZ-1	ATZ-2	IC
COMMERCIAL/ RETAIL USES															
Automobile sales, new and used								P		P	P				
Bars	12-6-21					P	P	P	P	P	P				
Boat and truck (over 5,000 pounds) sales and rentals								P	P	P	P				
Drive-through facilities	12-6-29				P	P	P	P	P	P	P				
Food truck courts	12-6-31				P	P	P	P		P	P				
Outdoor sales of trees, plants and shrubs [3]	12-6-9		P [8]	P [8]	P	P	P	P		P	P				
Pawn shops								P		P	P				
Restaurants [4]	12-6-8; 12-6-21		P [2]	P [2]	P	P	P	P	P [5]	P	P				
Retail lumber and building materials								P		P	P				
Retail sales and services	12-6-9		P [2]	P [2]	P	P	P	P	P	P	P			P	P
Sale or rental of sporting goods including instructions in skiing, sailing, or scuba diving									P						
INDUSTRIAL/MANUFACTURING USES															
Cabinet shops							P	P		P	P				
Upholstery shops							P	P		P	P				
Cultivating and wholesale of trees, shrubs and plants.								P		P	P				
Industrial, heavy										P	P				
Industrial, light								P		P	P				C
Lumber, building material storage yards										P	P				
Mini-storage warehouses								P		P	P				
Newspaper offices and printing firms						P	P	P		P	P				
Sign shop							P	P		P	P				
Stone yard or monument works										P	P				
Warehouses								P		P	P				
Wholesale business										P	P				
INSTITUTIONAL USES															
Cemeteries	12-6-24	P	P		P	P	P	P		P	P				
Churches and religious institutions	12-6-26	P	P	P	P	P	P	P		P	P				
Clubs and lodges, non-profit	12-6-21	P	P	P	P	P	P	P		P	P				
Correctional centers, probation offices, and parole offices [7]										C	C				
Cultural facilities							P	P		P					P
Nursing homes, rest homes, convalescent homes		P	P	P	P	P	P	P		P	P				
Public uses		P	P	P	P	P	P	P	P	P	P				P
Schools, business and trade					P	P	P	P		P	P				

P=Permitted; C=Conditional Use; Blank=Prohibited	See section	RO	R-NC	R-NCB	C-1	C-2A	C-2	C-3	SPBD	M-1	M-2 (1)	CO	ATZ-1	ATZ-2	IC
Schools, post-secondary		C			P	P	P								
Schools, K through 12	12-6-38	P	P	P	P	P	P	P		P	P				
Social services homes/ centers		P	P	P	P	P	P	P		P	P				
LODGING															
Bed and breakfast	12-6-23	P	P	P	P	P	P	P		P	P				
Boarding and lodging houses		P	P	P	P	P	P	P		P	P				
Hotels					P	P	P	P	P	P	P				
Motels					P	P	P	P	P	P	P				
MISCELLANEOUS USES															
Adult entertainment establishments	Ch. 7-3							P		P	P				
Aviation related facilities														P	
Event centers					P	P	P	P		P	P				
Marinas						P	P	P	P	P	P				
Non-residential parking	12-6-37	P													
Outdoor storage and work, accessory	12-6-11									P	P				
Outdoor storage and work, principal use	12-6-11									P					
RECREATION USES															
Commercial fishing									P						
Community centers, city-owned and operated															P
Public parks & playgrounds		P	P	P	P	P	P	P	P	P	P	P			
Recreation, indoor					P	P	P	P		P	P				
Recreation, outdoor								P		P	P				
Recreation, passive												P			
RESIDENTIAL USES															
Community residential homes, six or fewer residents	12-6-28	P	P	P	P	P	P	P		P	P				
Community residential homes, seven to 14 residents	12-6-28	P	P	P	P	P	P	P		P	P				
Dormitories		P	P	P	P	P	P	P							
Duplex dwellings		P	P	P	P	P	P	P							
Family day care homes		P	P	P	P	P	P	P	P	P	P		P	P	
Manufactured homes	12-6-34	P	P	P	P	P	P	P	P				P	P	
Manufactured home parks	12-6-35		P		P										
Multifamily dwellings (incl. triplex and quadruplex)		P	P	P	P	P	P	P	P						
Single-family detached dwellings		P	P	P	P	P	P	P	P				P	P	
Townhouse dwellings		P	P	P	P	P	P	P	P						
Zero-lot-line dwellings		P	P	P	P	P	P	P							
SERVICE USES															

P=Permitted; C=Conditional Use; Blank=Prohibited	See section	RO	R-NC	R-NCB	C-1	C-2A	C-2	C-3	SPBD	M-1	M-2 [1]	CO	ATZ-1	ATZ-2	IC
Animal hospitals and veterinary clinics.	12-6-22				P	P	P	P [2]		P [2]	P [2]				
Automobile rental agencies (including trucks up to 5,000 lbs.)								P		P	P				
Banks and financial institutions.		P	P [2]	P [2]	P	P	P	P	P	P	P				
Boat fueling									P						
Car wash					P	P	P	P		P	P				
Childcare facilities	12-6-25	P	P	P	P	P	P	P		P	P				
Contractor shops								P		P	P				
Funeral parlors and mortuary			P		P	P	P	P		P	P				
Garage, mechanical							P	P		P	P				
Hospitals, clinics		P	P	P	P	P	P	P		P	P				
Junkyards											P				
Kennels with outside runs or exercise areas	12-6-22							P		P	P				
Office buildings		P	P	P	P	P	P	P	P	P	P		P	P	
Parking garages.					P	P	P	P	P	P	P				
Parking lots (surface)					P	P	P	P	P	P	P				
Personal service		P (6)	P (2, 6)	P [2]	P	P	P	P	P	P	P				
Pest extermination services					P	P	P	P		P	P				
Pet shops.					P	P	P	P		P	P				
Repair establishment, heavy							P	P		P	P				
Repair establishment, light			P [2]	P [2]	P	P	P	P		P	P				
Service stations			P [2]		P	P	P	P		P	P				
Studios		P	P [2]	P [2]	P	P	P	P		P	P				
Tattoo parlor			P [2]		P	P	P	P		P	P				
Vehicle repair							P	P		P	P				
UTILITY USES															
Communication towers	12-6-27	C	C	C	C	C	P	P	C	P	P		C	C	C
Public transportation facilities.															P
Rooftop-mounted antennas	12-6-13												C	C	
Utility use, major						P	P	P		P	P				
Utility Uses, minor	12-6-30	P	P	P	P	P	P	P		P	P				

[1] New residential uses are prohibited in the M-2 zoning district. Any use or the expansion of any use or building not permitted in the M-1 district may be permitted in M-2 upon development plan review subject to chapter 12-3, article VI.

[2] Limited to 4,000 square feet. An exception to the 4,000 square feet area may be granted through conditional use permit approval (refer to chapter 12-3, article V).

[3] Where allowed as a principal use, the business shall include a permanent sales or office building and restrooms on the site.

[4] For outdoor seating areas, refer to the City of Pensacola Outdoor Seating Policy.

(5) Limited to 5,000 square feet.

(6) Limited to barbershops and hair salons. In the RO district, the property shall have frontage on a four-lane roadway facility. Such properties must be proven to be a lot of record that was owned as a separate unit as shown of record on or prior to February 18, 2016.

(7) Shall not be located within 1,320 feet from a school for children in grade 12 or lower, licensed day care center facility, park, playground, nursing home, convalescent center, hospital, association for disabled population, mental health center, youth center, group home for disabled population or youth, or other place where children or a population especially vulnerable to crime due to age or physical or mental disability regularly congregates.

(8) Accessory to an indoor retail use only.

Sec. 12-4-12. Dimensional standards for residential, commercial, and industrial districts

This section establishes bulk and dimensional standards for standard zoning districts.

(a) Properties within the CRA Urban Design Overlay District are subject to the standards outlined in chapter 12-5, article III.

(b) See chapter 12-5 for dimensional standards applicable to the RM-3 zoning district, which is fully encompassed within the CRA Urban Design Overlay District.

(c) See section 12-4-13 for development within the Airport Restricted Zone (ARZ) district and section 12-4-14 for the South Palafox Business District.

(d) Non-residential developments in residential districts shall use the standards noted for single family homes, except for the additional height allowances noted below and where otherwise specifically stated herein.

TABLE 12-4. 4. RESIDENTIAL DISTRICT STANDARDS

	RL-1	RL-2	RL-3	RM-1 [1]	RM-2 [1]	R-ZL	RH-1	RH-2
Future Land Use Category Maximum Density [14]	5			18		35		
Minimum Lot Area (square feet)								
Single-family	20,000	12,000	9,000	5,000	3,500	2,500	3,500	3,500
Duplex	N/A	N/A	N/A	7,500	5,000	5,000	5,000	5,000
Triplex, quadruplex	N/A	N/A	N/A	10,000	9,700	3,200	3,200	3,200
Townhouse	N/A	N/A	N/A	3,750	2,500	2,000	2,500	2,500
Multi-family (more than 4 units)	N/A	N/A	N/A	N/A	N/A	N/A	20,000	20,000
Minimum Lot Width at required building setback / at right-of-way (feet)								
Single-family	100 / 50	80 / 50	60 / 50	40 / 40	30 / 30	30 / N/A	30 / 30	30 / 30
Duplex	N/A	N/A	N/A	60 / 50	50 / 50	50 / N/A	50 / 50	50 / 50
Triplex, quadruplex	N/A	N/A	N/A	60 / 50	50 / 50	40 / N/A	50 / 50	50/ 50
Townhouse [12]	N/A	N/A	N/A	30 / 25	25 / 25	20 / N/A	25 / 25	25 / 25
Multi-family (more than 4 units)	N/A	N/A	N/A	N/A	N/A	N/A	100 / 100	100 / 100
Minimum Yard Requirements (feet) [4]								
Front Yard	60	30	30	30 [2]	20 [2]	20	15 [2]	15 [2]
Side Corner Yard	30	15	15	15	10	10	7.5	7.5 [2]
Side Yard	10	8	7.5	6	5	8 [3]	5	5 [2]
Rear Yard	60	30	30	30	25	20 [5, 8]	20 [9]	20 [2, 9]
Building Separation (feet)	N/A	N/A	N/A	N/A	N/A	16 [7]	N/A	N/A
Minimum floor area (square feet)	N/A	N/A	N/A	N/A	N/A	N/A	350 for efficiencies (600 average for all units)	
Maximum Building Height (feet)	35/45/75 [6]	35/45/75 [6]	35/45/75 [6]	35/45/75 [6]	35/45/75 [6]	35/45/75 [6]	35/150 [10]	70 [11]
Maximum Lot Coverage [13]								
Single-family, duplex	N/A	N/A	N/A	N/A	N/A	75%	75%	75%
Triplex, quadruplex	N/A	N/A	N/A	N/A	N/A	75%	75%	75%
Townhouse	N/A	N/A	N/A	50%	75%	50%	75%	75%
Multi-family (more than 4 units)	25%	25%	25%	50%	75%	50%	75%	75%
Building Coverage for multifamily and non-residential uses	30%	30%	30%	50%	75%	50%	1—4 stories 30% 5—7 stories 25% 8—9 stories 20% 10—13 stories 7% Over 13 stories 5%	
Recreation/Open Space	N/A	N/A	N/A	N/A	N/A	N/A	5% of lot area in addition to required landscape area	

Notes:

(1) Residential development on parcels changed to Medium-Density Residential (MDR) future land use designation per Ord. No. 23-16, shall be deemed nonconforming and may utilize the RM-2 zoning district standards for lot width, lot area, and yards.

(2) The front yard depth shall not be less than the average depth of all front and street side yards located on either side of the block face, up to the minimum required; if there are no other dwellings in the block, the front yard depth shall be no less than the minimum noted. In the RH-2 district, 5 feet shall be added to all the required yards for every 10 ft in height above 45 ft.

(3) For zero-lot-line units, windows, doors, air conditioning units, or any other type of opening are prohibited on the zero-lot-line side; provided, however, that atriums or courts shall be permitted on the zero-lot-line side when the court or atrium is enclosed by three walls of the dwelling unit.

(4) Townhouse and zero-lot-line dwellings adjacent to an RL or RM-1 zoning district shall be subject to the minimum yard required on the adjacent lot or ten feet, whichever is less. Multifamily development with more than 4 units and permitted non-residential uses abutting a single-family or zero-lot-line district shall provide a 20-foot yard unless the two districts are separated by a public street, body of water, or similar manmade or natural buffer of equal width.

(5) The rear yard of a zero-lot-line development may be reduced by one foot for each one-foot increase in the side yard, but shall not be reduced to less than ten feet.

(6) Single-family and duplex dwellings may be increased in height by not more than ten feet when two side yards of not less than 15 feet each are provided. Additionally, public or semipublic buildings, schools, and churches or temples, where permitted, may be erected to a height not exceeding 75 feet when the front, rear and side yards are increased an additional foot for each foot such buildings exceed the height limit otherwise provided in the district.

(7) For townhouses only. This separation area may be divided between the adjoining lots or maintained in common ownership by an approved homeowners' association.

(8) For townhouses, the front or the rear minimum yard may be reduced as long as there is no parking on that side of the lot.

(9) This minimum yard shall be increased by 5 feet if the site is located within 70 feet from a single family or R-ZL district.

(10) Up to 150 feet may be allowed if the building is recessed one foot for every three feet in additional height above the maximum height permitted. The building may be stair-stepped or recessed back. Conditional use permit approval shall be required (see chapter 12-3).

(11) Multi-family developments over 45 feet in height must go through conditional use permit review (see chapter 12-3). Height shall be limited to 45 feet if the site is located within 70 feet from a single family or zero-lot-line residential district. Additionally, where a building is located within an area of special flood hazard as defined in chapter 12-10 and is elevated above the base flood elevation so that the height measured from existing grade exceeds 70 feet, the 70-foot distance requirement from a single-family or zero-lot-line zoning district shall be increased to a distance not less than the height of the building measured from existing grade.

(12) Townhouses on lots with a width of less than 40 feet shall have the garage in the back.

(13) Lot coverage for non-residential uses shall be 30%. Within the Escambia Bay shoreline protection district, lot coverage for all uses shall not exceed 75%. For all districts, a minimum of 50 percent of the required pervious area shall consist of living landscaping materials as defined in chapter 12-2.

(14) Development within each zoning district shall meet the lot size requirements regardless of the maximum density allowed by the future land use category.

TABLE 12-4. 5. NON-RESIDENTIAL DISTRICT STANDARDS

	RO	R-NC & R-NCB	C-1	C-2A	C-2 & C-3	M-1 & M-2	ATZ [7]
Density (units per acre)	35	35	35	135	35; 135 inside DBA	N/A	N/A
Minimum Lot Area (square feet)	N/A	N/A	N/A	N/A	N/A	N/A	N/A [7]
Minimum Lot Width (feet)	N/A	N/A	N/A	N/A	N/A	N/A	N/A [7]
Minimum Yard Requirements [3]							
Front Yard (feet)	10 [2]	10 [2]	NA; 10 ft. max, within DBA	10 ft. max.	NA; 10 ft. max, within DBA	If abutting residential zoning: Commercial 20 Industrial 40	[7]
Side corner yard (feet)	5	5	NA; 10 ft. max, within DBA	NA; 10 ft. max, within DBA	NA; 10 ft. max, within DBA		[7]
Side Yard (feet) [11]	5	5	N/A	N/A	N/A		[7]
Rear Yard (feet)	10	10	N/A	N/A	N/A		[7]
Maximum Floor Area	N/A	4,000 in R-NCB [6]	N/A	N/A	N/A	N/A	N/A
Maximum Building Coverage [5]							
Residential except multifamily	50%	50%	N/A	N/A	N/A	N/A	N/A
Other uses: 1-4 stories	30%	30%	N/A	N/A	N/A	N/A	50%
5-7 stories	25%	25%	N/A	N/A	N/A	N/A	N/A
8-9 stories	20%	20%	N/A	N/A	N/A	N/A	N/A
Maximum Building Height (feet)	45 [1,4]	45 [1,4,8]	45 [1]	100 [1, 8]	100 [1, 8]	100 [1, 9]	45 [10]
Maximum Lot Coverage [5]							
Up to 100 feet in height	75%	75%	75%	100%	75%; 100% in DBA	75%	N/A
Over 100 feet in height			65%	90%	65%; 90% in DBA		

DBA = dense business area

[1] Up to 150 feet allowed if the building is recessed 1 foot for every 3 feet in additional height above the height permitted. The building may be stair-stepped or recessed back. In the RO, R-NC, and R-NCB districts, this provision only applies to developments that are more than 100 feet from a single family or R-ZL district.

[2] Plus 5 feet if located within 100 feet from a single-family or R-ZL district. In no event shall the front yard setback be less than the average front and street side yards along either side of the block face, up to the minimum yard requirements; if there are no other structures on the block, the front yard depth shall be no less than noted in the table.

[3] Where multifamily development abuts a single-family or R-ZL district or a nonresidential use is contiguous to a residential zoning district, there shall be a 20-foot yard unless the two districts are separated by a public street, body of water, or similar manmade or natural buffer of equal width.

[4] Multifamily developments over 45 feet in height must undergo conditional use permit review pursuant to chapter 12-3.

[5] For mixed use developments, the lot coverage and building coverage requirements shall be the most restrictive of the proposed uses. A minimum of 50 percent of the required pervious area shall consist of living landscaping materials as defined in chapter 12-2.

[6] An exception to the 4,000 square foot area may be granted through development plan review (refer to chapter 12-3).

[7] No minimum required; however, the development plan shall take into consideration the general development character of adjacent sites. See chapter 12-12 for additional regulations.

[8] Maximum 35 feet if located within 100 feet from a single-family or R-ZL district.

[9] Limited to 45 feet if abutting a residential zoning district.

[10] Limited to 35 feet for residential uses.

[11] If a development proposes a zero-foot side yard, the building next door will be required to also have a zero-foot side yard or a minimum of 6 feet to ensure adequate space for façade maintenance.

Sec. 12-4-13. Airport restricted zone (ARZ) districts standards.

The airport restricted districts comprise city-owned land. Uses allowed within these districts are as follows.

(a) Airport, airport terminal, air cargo facilities, and uses customarily related to airport operations and expansions.

(b) Golf course, tennis court, driving range, par three course, outdoor recreational facilities, provided that no such uses shall include seating or structures to accommodate more than 100 spectators or occupants.

(c) Service establishments such as auto rental and travel agencies, commercial parking lots and garages, automobile service station and similar service facilities.

(d) Warehousing and storage facilities.

(e) Industrial uses compatible with airport operations.

(f) Commercial uses to include hotels, motels, extended stay facilities, pharmacy, restaurant and drive through facilities, banks, office, post-secondary education facilities, meeting facilities, dry cleaner, health club, exercise center, martial arts facility, bakery, floral shop, day care/child care facility, medical clinic, doctor and dentist offices, and retail services to include specialty shops and studios; or other similar or compatible uses.

(g) Other uses that the city council may deem compatible with airport operations and surrounding land uses pursuant to the city's comprehensive plan and the airport master plan and as such uses that meet the FAA's requirements for airport activities.

(h) The parcel of land located north of Summit Boulevard between two airport transition zones (includes the Scott Tennis Center and airport drainage system) is zoned ARZ-1. The uses allowed within this zone are limited to airport, airport terminal, air cargo facilities, and uses customarily related to airport operations and expansions. Also included are golf courses, tennis courts, driving ranges, par three courses, and outdoor recreational facilities, provided that such uses shall not include seating or structures to accommodate more than 100 spectators or occupants.

(i) The parcel of land on the eastern end of runway 8/26, located between Avenida Marina and Gaberonne Subdivision and between Spanish Trail and Scenic Highway is zoned ARZ. All land within this zone outside of the 15 acres required for clear zone at the eastern end of runway 8/26 will be retained as open space.

(j) The parcel of land at the southern end of runway 17/35, located north of Heyward Drive and east of Firestone Boulevard is zoned ARZ. All land within this zone outside of the 28.5 acres required for clear zone at the southern end of runway 17/35 will be retained as open space.

Sec. 12-4-14. South Palafox Business District Standards

In addition to the use standards listed above, site and building design within the South Palafox Business District are subject to the following provisions:

(a) *Building height.* Buildings and other structures may be constructed to a maximum height of 80 feet above the required flood plain elevation.

(b) *Building setbacks*. There shall be no minimum front, rear or side yard buildings setback requirements, except as may be necessary to comply with applicable fire safety codes.

(c) *Site planning*. The integration of site features, such as building arrangement, landscaping, parking lot layout, building orientation, and scenic vantage points, is critical in producing a pleasant and functional living or working environment. In designing development proposals, the following guidelines shall be taken into consideration:

(1) Considering the waterfront location of the district, the placement of buildings, signs, service areas, parking and landscaping should be planned to maximize the preservation of views of the bay and to protect the waterfront scenic open space character.

(2) Where possible, service areas (i.e., trash collection, loading docks), mechanical equipment, satellite dishes and all similar equipment shall be located to be screened by the building itself; otherwise, walls, fences, landscaping or earth berms shall be used to achieve effective screening.

(3) All plans shall be subject to the review and approval of the planning board. At the time of review, the board may require that any aspect of the overall site plan which does not meet the standards established in this section be incorporated and

brought into compliance within a time limit approved by the board. The following general architectural and aesthetic design criteria will be considered to enhance the character of the district:

a. Buildings or structures that are part of a present or future group or complex shall have a unity of character and design. The relationship of forms and the use, texture, and color of materials shall be such as to create a harmonious whole.
b. Natural materials such as brick, wood, and stucco should be encouraged. Materials such as metal and plastic shall be discouraged on exterior surfaces of buildings.

(4) Proposed developments within the district that are located adjacent to a historic district should give special consideration to visual compatibility in scale and architectural design in order to positively reinforce the character of the historic area and provide a buffer and transition.

(5) Projects that enhance the setting or provide for adaptive reuse of historic buildings and sites are encouraged.

(d) *Landscaping guidelines.*

(1) Landscaping should be used to enhance waterfront views and vistas and to screen undesirable features.

(2) Low lying plant material should be used in open areas to retain views of the water.

(3) Trees should be selectively utilized and carefully located along the waterfront in both public and private developments to maintain existing views as much as possible.

(4) Plantings should be coordinated near buildings to provide view corridors.

(e) *Rehabilitation, repair and maintenance standards.* The following rehabilitation, repair, and maintenance standards shall be applied to all existing structures and land parcels, whether occupied or vacant, within the South Palafox business district.

(1) Rotten or weakened features shall be removed, repaired and replaced to match as closely as possible the original materials and the construction of the building or be compatible with the architectural character of the district.

(2) Windows.

a. All windows must be tight-fitting and have sashes of proper size and design. Sashes with rotten wood, broken joints, or loose mullions or muntins shall be replaced. All broken and missing windows shall be replaced with new glass.
b. Window openings on the upper floors of the front of the building shall not be filled or boarded up. Window panes shall not be painted.

(3) All damaged, sagging or otherwise deteriorated storefronts, show windows, or entrances shall be repaired or replaced.

(4) Exterior walls.

a. Existing miscellaneous elements on the building walls, such as empty electrical conduits, unused signs, and/or sign brackets, shall be removed.
b. Sheet metal gutters, downspouts, and copings shall be repaired or replaced, as necessary.
c. Rear and side facades shall be repaired and finished as necessary to cover evenly all miscellaneous patched and filled areas to present an even and uniform surface.

(5) Roofs shall be cleaned and kept free of trash, debris, or any other element that is not a permanent part of the building.

(6) Structures, at the rear of buildings, attached or unattached to the principal structure, that are structurally deficient shall be properly repaired or demolished.

(7) When a front, rear, or side yard, parking area, or vacant parcel exists or is created through demolition, the owner may utilize the space in accordance with the provisions of the zoning district in which the space is located; provided, however, that the site shall be properly maintained free of weeds, litter, and garbage in accordance with applicable provisions of the Code.

(8) All structural and decorative elements of building fronts, rears, and sides abutting streets or public improvement areas shall be repaired or replaced to match as closely as possible the original materials and construction of that building or be compatible with the SPBD architectural character.

(f) *Survey and classification.* A survey of the district identifying areas where certain historical themes are appropriate, and classifying buildings as contributing and noncontributing shall be available at the offices of the University of West Florida Historic Trust.

Sec. 12-4-15. to 12-4-19. Reserved

ARTICLE III. HISTORIC, PRESERVATION, AND REDEVELOPMENT ZONING DISTRICTS ESTABLISHED

Sec. 12-4-20. Purpose of historic and preservation districts

The historic and preservation zoning districts were established to preserve the development pattern and distinctive architectural character of these unique areas through the restoration of existing buildings and the construction of compatible new buildings. These buildings, historic sites, and their period architecture make the districts unique and worthy of continued preservation efforts. The regulations are intended to ensure that future development is compatible with and enhances the pedestrian scale of existing structures and the period architectural character of the districts. The districts encompass an established business area, residential neighborhood, and tourist attractions, and contain historic sites and museums, a variety of specialty retail shops, restaurants, small offices, and residences.

(a) *Historic Districts (HR-1, HR-2, HC-1, HC-2).* The historic zoning districts are established to preserve the development pattern and distinctive architectural character of the Pensacola historic district through the restoration of existing buildings and construction of compatible new buildings. The official listing of the Pensacola historic district (which includes all areas designated as historic zoning districts) on the National Register of Historic Places and the authority of the architectural review board reinforce this special character. Zoning regulations are intended to ensure that future development is compatible with and enhances the pedestrian scale of the existing structures and period architectural character of the districts.

(b) *North Hill preservation zoning districts (PR-1, PR-2, PC-1).* The North Hill preservation zoning districts are established to preserve the unique architecture and landscape character of the North Hill area, and to promote orderly redevelopment that complements and enhances the architecture of this area of the city (PR-1 was previously known as PR-1AAA).

(c) *Old East Hill preservation zoning districts (OEHR-2, OEHC-1, OEHC-2, OEHC-3).* The Old East Hill preservation zoning districts are established to preserve the existing residential and commercial development pattern and distinctive architectural character of the structures within the district. The regulations are intended to preserve, through the restoration of existing buildings and construction of compatible new buildings, the scale of the existing structures and the diversity of original architectural styles.

Sec. 12-4-21. Purpose of redevelopment districts

The redevelopment zoning districts were established to promote the orderly redevelopment of the southern gateway to the City and portions of the Pensacola Bay waterfront area in order to enhance visual appearance, preserve unique shoreline vistas, provide public shoreline access, preserve or provide working waterfront activities, improve traffic safety, and encourage high quality site planning.

(a) *Gateway redevelopment zoning district (GRD).* This gateway redevelopment district is intended to guide redevelopment of the southern gateway by enhancing visual appearance, preserving shoreline vistas, improving traffic safety, and promoting high quality site planning and architectural design. Site-specific review of development proposals ensures that the scenic orientation and open space character of Bayfront Parkway are maintained, the development character of the Chase-Gregory corridor is upgraded, and the boundary of the adjacent historic district is positively reinforced.

(b) *Gateway redevelopment district, Aragon redevelopment area (GRD-1).* The Aragon redevelopment area applies the same objectives to a defined portion of the southern gateway. Site-specific review is intended to maintain the scenic orientation and open space character of Bayfront Parkway and reinforce the boundary of the adjacent historic district. Zoning regulations further ensure that new development is compatible with and enhances the pedestrian scale and period architectural character of the adjacent historic district.

(c) *Waterfront redevelopment districts (WRD and WRD-1).* The waterfront redevelopment districts are established to promote redevelopment of the city's downtown waterfront with a compatible mixture of uses that further the goals of downtown Pensacola's comprehensive plan; accommodate water-dependent and water-related uses; preserve the unique shoreline vistas

and scenic opportunities; provide public waterfront access; create cultural gathering places for the public; and encourage high quality site planning and architectural design. Site-specific review of each development proposal within the district is intended to ensure that scenic vistas and marine-oriented image are maintained, the development character of the waterfront is upgraded, and the boundaries of the adjacent special districts are positively reinforced.

Sec. 12-4-22. Schedule of uses for historic, preservation, and redevelopment districts

Table 12-4.6 lists the uses allowed in each historic, preservation, and redevelopment zoning district. Uses listed as Permitted (P) or Conditional Use (C), or subject to additional standards (section number listed in table), may be established in that district only after approval of an application in accordance with the procedures and requirements in chapter 12-3. Uses or structures not expressly listed in the table as Permitted or Conditional Use are prohibited. See section 12-4-4 for general provisions related to use.

Due to the nature of the districts, development activity within the following districts requires board approval as follows:

- Historic and preservation districts: Architectural review board (see chapter 12-3, article X).
- Redevelopment districts: Planning board through the development plan review process (see chapter 12-3, article VI).

TABLE 12-4. 6. SCHEDULE OF USES FOR HISTORIC, PRESERVATION AND REDEVELOPMENT DISTRICTS

P=Permitted; C=Conditional Use; Blank=Prohibited	See section	HR-1	HR-2	HC-1	HC-2	PR-1	PR-2	PC-1	OEHR-2	OEHC-1	OEHC-2	OEHC-3	GRD	GRD-1	WRD	WRD-1
COMMERCIAL/ RETAIL USES																
Bars	12-6-21				P							P	P		P	P
Commercial fishing															P	P
Dive shop												P				
Drive-through facilities	12-6-29									P	P	P	P		P	P
Food truck courts	16-6-31							C					P		P	P
Handicraft shops			C (2)	P	P			P					P	P	P	P
Outdoor sales of trees, plants and shrubs. (3)										P (10)	P	P	P			
Restaurants (4)	12-6-8; 12-6-21			P	P			C		P	P	P	P	P (5)	P	P
Retail sales and services	12-6-9		C (2)	P	P		C (6,7)	C (7,9)		P	P	P	P	P (5)	P	P
Sale or rental of sporting goods including instructions in skiing, sailing, or scuba diving	12-6-9														P	P
INDUSTRIAL/MANUFACTURING USES																
Upholstery shops										P	P	P				
Newspaper offices and printing firms										P	P	P	P			
Sign shop											P	P				
INSTITUTIONAL USES																
Cemeteries	12-6-24												P			
Churches and religious institutions	12-6-26	P	P	P	P	P	P	P	P	P	P	P	P	P		
Clubs and lodges, non-profit	12-6-21				P		C	P			P	P	P			
Cultural facilities				P	P								P			
Nursing homes, rest homes, convalescent homes										P	P	P	P			
Public uses		P	P	P	P	P	P	P	P (1)	P (1)	P (1)	P (1)	P	P (5)	P	P
Schools, business and trade										P	P	P	P			
Schools, K through 12	12-6-38					P	P	P	P (1)	P (1)	P (1)	P (1)	P			
Social services homes/ centers							C	P					P			
LODGING																
Bed and breakfast	12-6-23	P	P	P	P		P	P	P	P	P	P	P	P		
Boarding and lodging houses			P	P	P		C	P	P	P	P	P	P			
Hotels													P		P	P
Motels.				P	P								P			
MISCELLANEOUS USES																
Adult entertainment establishments	Ch. 7-3				P								P			
Event Centers													P			
Ferry and passenger terminals															P	P
Live-work		P	P	P	P									P		
Marinas				P	P								P		P	P

P=Permitted; C=Conditional Use; Blank=Prohibited	See section	HR-1	HR-2	HC-1	HC-2	PR-1	PR-2	PC-1	OEHR-2	OEHC-1	OEHC-2	OEHC-3	GRD	GRD-1	WRD	WRD-1
Non-residential parking	12-6-37						P									
RECREATION USES																
Public parks & playgrounds		P	P	P	P	P	P	P	P	P	P	P	P	P		
Recreation, indoor												P (8)	P			
Recreation, outdoor													P			
RESIDENTIAL USES																
Community residential homes with six or fewer residents	12-6-28	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Community residential homes with seven to 14 residents.	12-6-28		P	P	P		P	P	P	P	P	P	P			
Duplex dwellings		P	P	P	P	C	P	P	P	P	P	P	P			
Family day care homes		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Multifamily dwellings		C	P	P	P		P	P	P	P	P	P	P	P	P	P
Single-family detached dwellings		P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Townhouses		C	P	P	P		P	P	P	P	P	P	P	P	P	P
SERVICE USES																
Animal hospitals and veterinary clinics	12-6-22									C	C	C	P			
Banks and financial institutions										P	P	P	P	P (5)	P	P
Boat rentals waterside only with limited upland storage															P	P
Car wash													P			
Childcare facilities	12-6-25		P	P	P		C	P		P	P	P	P	P (5)		
Cruise ship operations															P	P
Garage, mechanical											P	P				
Hospitals, clinics											P	P	P			
Kennels with no outside runs or exercise areas	12-6-22									C	C	C				
Office buildings			P (5)	P (5)	P (5)		C (5)	P (11)	P	P	P	P	P	P (5)	P	P
Parking garages				P	P										P	P
Parking lots (surface)				P	P					P	P	P			P	P
Personal service			C (2)	P	P			P		P	P	P	P	P (5)	P	P
Pest extermination services											P	P	P			
Pet shops													P			
Repair establishment, heavy											P	P				
Repair establishment, light			C (2)	P	P						P	P				
Service stations								C					P			
Studios			C	P	P			P	P	P	P	P	P	P	P	P
Tattoo parlor													P			
UTILITY USES																
Communication towers	12-6-27	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C
Utility Uses, minor	12-6-30								P	P	P	P				

(1) Subject to the section listed in the "See section" column.

(2) Limited to 4,000 square feet. An exception to the 4,000 square feet area may be granted through conditional use permit approval (refer to chapter 12-3, article V).

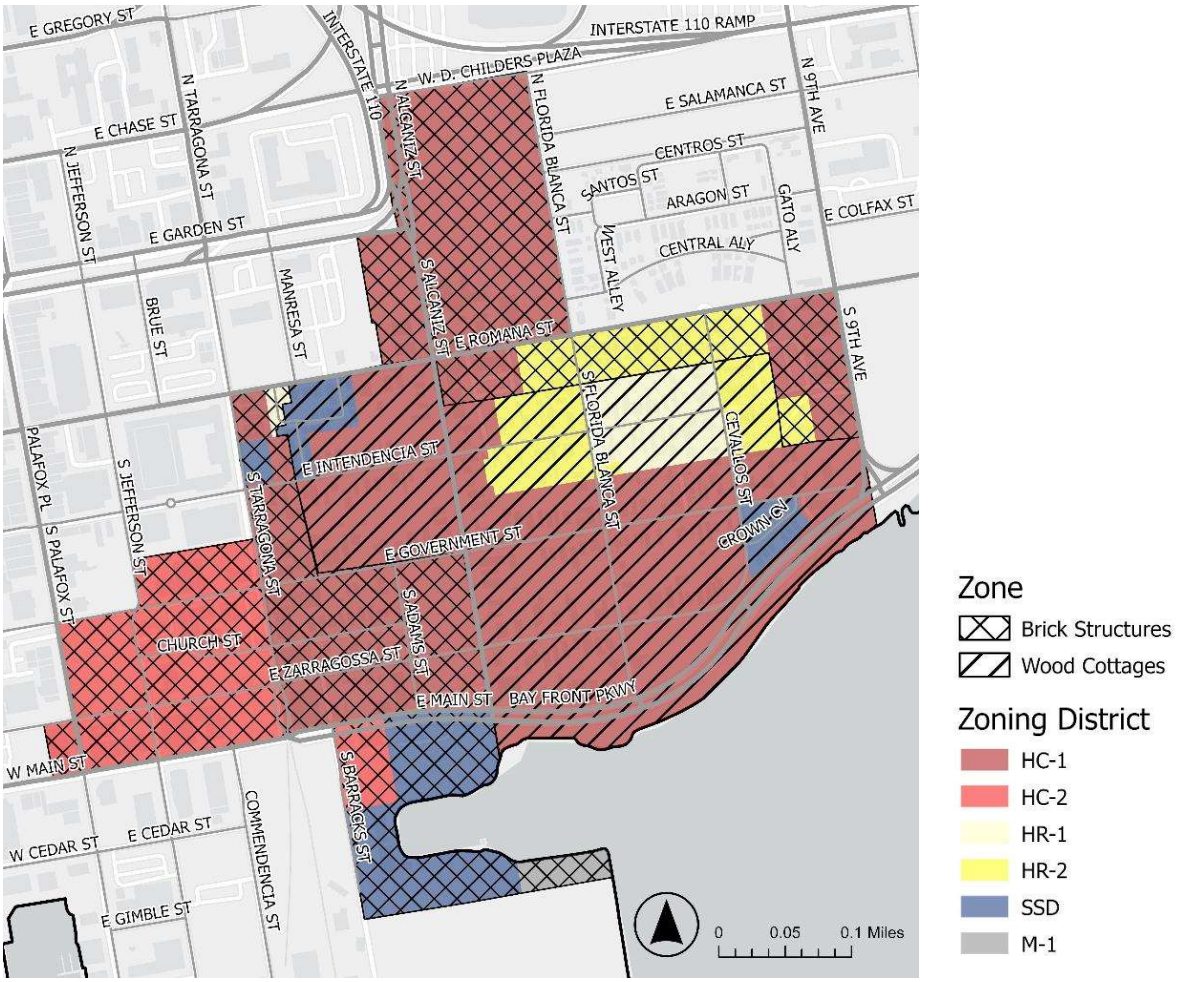
(3) The business shall include a permanent sales or office building and restrooms on the site.
(4) For outdoor seating areas, refer to the City of Pensacola Outdoor Seating Policy.
(5) Limited to 5,000 square feet.
(6) Limited to antique shops and art galleries.
(7) No outside display
(8) Except pool halls
(9) Antique shops and art galleries allowed as a permitted use
(10) Accessory to an indoor retail use only
(11) Conditional use if the building exceeds 7,000 square feet.

Sec. 12-4-23. Dimensional standards for the Pensacola historic zoning districts

Most of the development activities within the historic and preservation districts focus on rehabilitation of existing buildings, adaptive reuse, additions, and infill. Therefore, the purpose of the zoning regulations within the historic districts (HR-1, HR-2, HC-1, and HC-2) is to ensure the urban form of the area is protected. In addition to the provisions of this chapter, all development within the historic districts shall meet all other standards of this code, particularly the design standards contained in chapter 12-5, article II. Illustrations, photographs, and descriptive examples of many of the design elements described in this subsection can be found in the "Seville Historic District Guideline Study," prepared by the Florida Northwest Chapter of the American Institute of Architects.

(a) *District Zones*. For the purpose of regulating the scale and character of new construction within the *Pensacola historic district*, the district is subdivided into two general building style zones as shown on figure 12-4.1: the ***"residential" wood cottages zone*** and the ***"commercial" brick structures zone***. There are also specific standards for properties fronting on Bayfront Parkway (see subsection (d) below). The regulations established in this section are applicable to all new construction in the historic district, regardless of building style. Alterations to contributing structures within the historic districts are subject to the standards contained in section 12-5-22. If new construction is intended to complement historical designs, the building elements described in section 12-5-22(a) should be utilized as guidelines.

FIGURE 12-4. 1. HISTORIC DISTRICT BUILDING TYPE ZONES



Map provided for illustrative purposes. Refer to the city's official map for the most current zoning designations.

(b) *Building type zone standards*: Table 12-4.7 lists the maximum building height and minimum yard requirements per building type zone. The front yard is measured from the street curb, rather than property line.

TABLE 12-4. 7. HISTORIC DISTRICT DIMENSIONAL STANDARDS (2)

	Residential Wood Cottages Zone	Commercial Brick Structures Zone
Max. Building Height	1½ story = 25' max.; 2½ stories = 35' max,	Building height shall be limited to the adjacent lot type
Front yard	15' min. measured from the curb [(1)]	6' from curb
Side yard	5' min. from property line	5' min. from property line; 0' min. from property line for lots within Aragon S/D Privateer's Alley
Rear yard	20' min. from property line; 5' min. from property line adjacent to an alley	15' min. from property line; 5' min. from property line adjacent to an alley or within Aragon S/D Privateer's Alley

[(1)] This dimension allows for a six-foot sidewalk and a nine-foot grassed front yard in conjunction with Type 1 buildings and a four-foot sidewalk and 11-foot yard in conjunction with building Type 2 (see section (c) for the description of building types).

[(2)] Aragon subdivision Block "L" & "N" and lots within Privateer's Alley shall conform to the architectural standards applicable to the GRD-1 district (see section 12-4-25(b)), with the exception of doors. Exterior doors shall comply with section 12-5-22(a)(5).

(c) *Building Types*. Figure 12-4.2 depicts the preferred location of each of the building types allowed. New buildings within the Wood Cottage zone should follow the recommended proportions depicted in Figures 12-4.3 and 12-4.4. Buildings in the Brick Structure zone should follow Figure 12-4.5 as a reference. There are two types of wood buildings, a one-story building where the second floor is recessed a minimum of sixty feet from the front property line (Type 1), and a two-story building (Type 2). Building types 1 and 2 may be allowed in the residential wood cottages district, while all three building types are allowed in the commercial brick structures district. The Seville Historic District Guidelines Study contains a map depicting the preferred location of each building type.

FIGURE 12-4. 2. RECOMMENDED LOCATION OF BUILDING TYPES

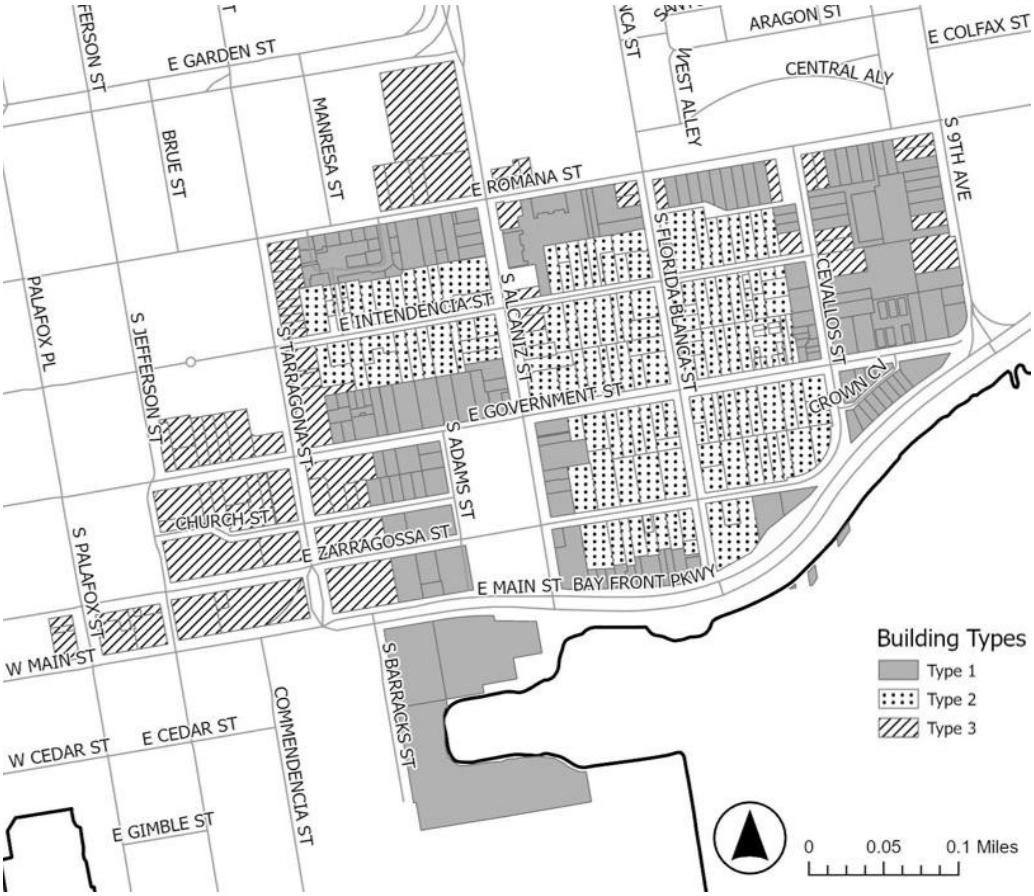


FIGURE 12-4. 3. WOOD COTTAGE BUILDING, TYPE 1

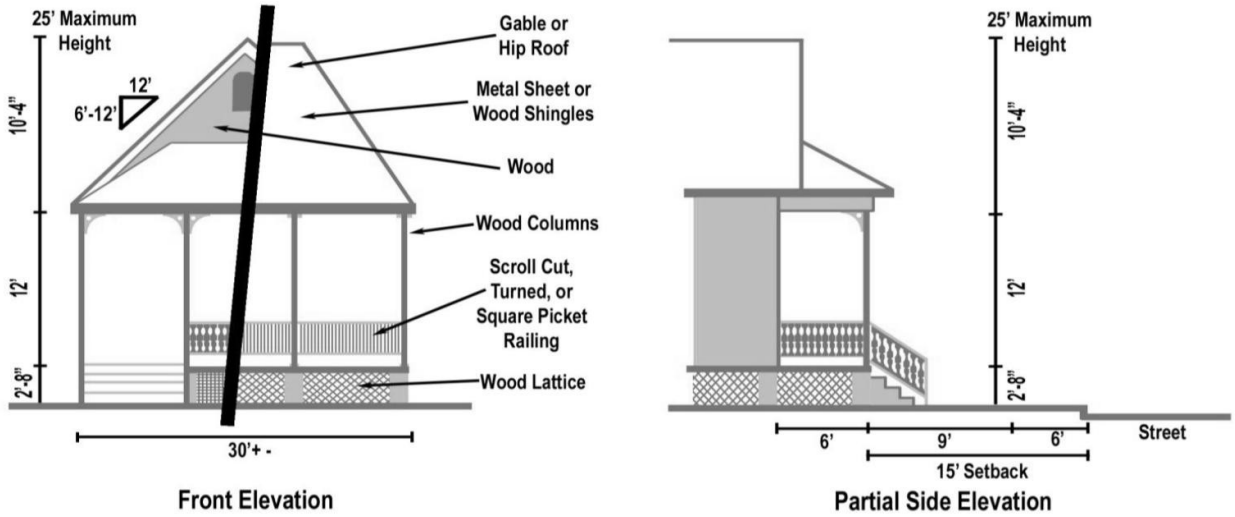


FIGURE 12-4. 4. WOOD COTTAGE BUILDING, TYPE 2

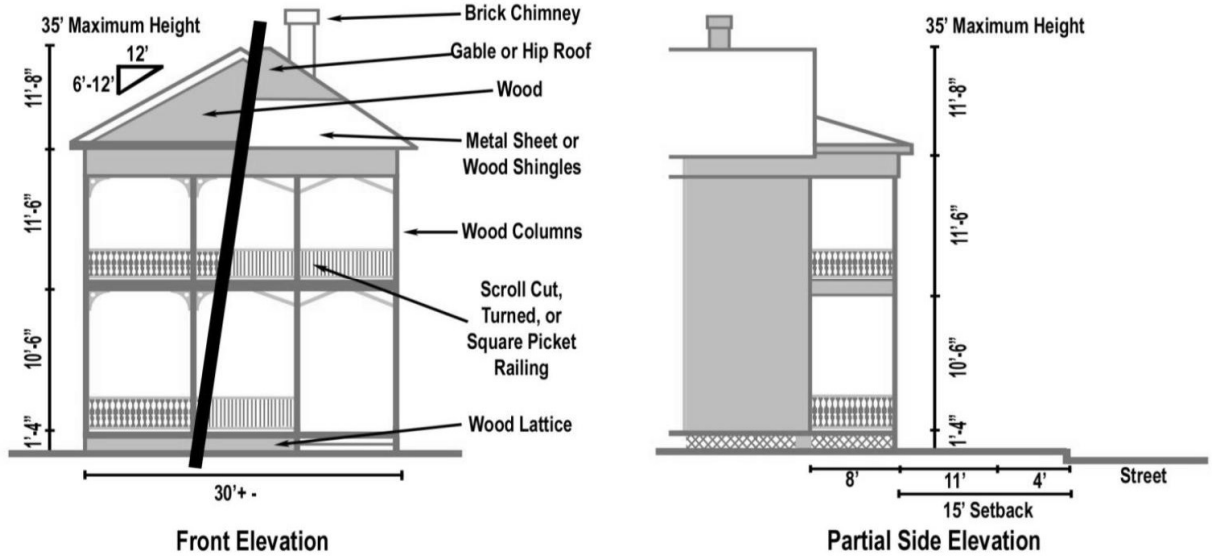
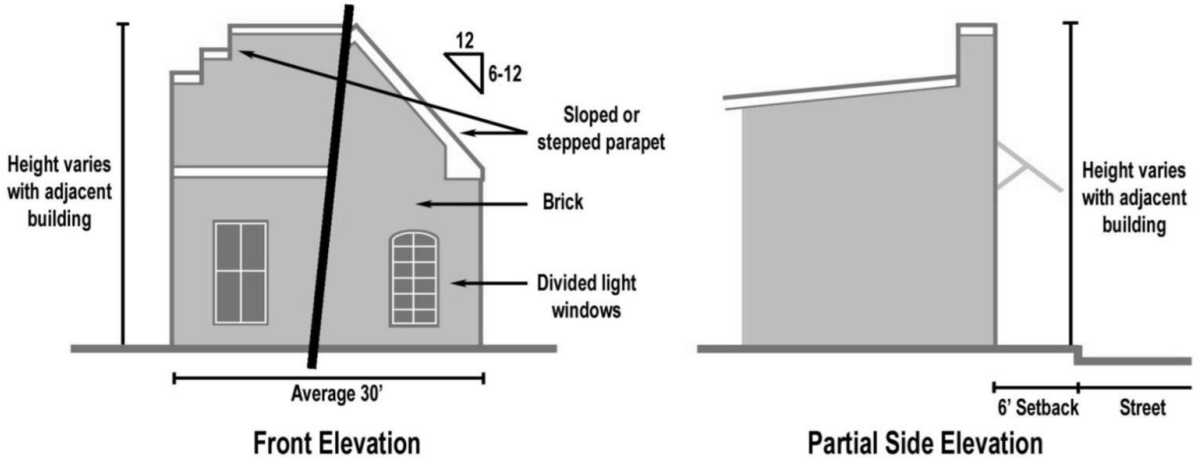


FIGURE 12-4. 5. BRICK STRUCTURE, TYPE 3



(d) *Bayfront Parkway.* The following setback requirements shall be observed along **Bayfront Parkway between Tarragona Street and 9th Avenue** (setback distance measured from northern right-of-way line) to create a scenic open space character along the parkway. No parking or service areas shall be allowed within this setback.

TABLE 12-4. 8. HISTORIC DISTRICT - BAYFRONT PARKWAY SETBACKS

Building Height	Building Setback
20 feet	20 feet
25 feet	25 feet
30 feet	30 feet
35 feet (maximum height)	35 feet

Sec. 12-4-24. Dimensional standards for the North Hill and Old East Hill preservation zoning districts

In addition to the provisions of this section, all development within the preservation districts shall comply with all other applicable standards of this code, including but not limited to, the design standards contained in chapter 12-5, article II. In the event of a conflict between the standards of this section and any other provision of this Code, the standards of this section shall govern.

(a) *North Hill preservation districts (PR-1, PR-2, PC-1).* New construction shall be built in a manner that is complementary to the overall character of the district in scale, building materials and colors. Table 12-4.9 sets forth height, area, and yard requirements for new construction and, where applicable, for additions to existing structures.

TABLE 12-4. 9. DIMENSIONAL STANDARDS FOR THE NORTH HILL PRESERVATION ZONING DISTRICTS

Standards	PR-1	PR-2	PC-1
Minimum yard requirement			
Front yard (feet)	30 (1)	15 (1)	N/A
Side corner yard (feet)	15	7.5	5 (2)
Side yard (feet)	9	7.5	5 (2)
Rear yard (feet)	25	25	15
Minimum lot area for residential uses (sq. ft.)	9,000	5,000 for single-family and 10,000 for multifamily	N/A
Minimum lot width at street row line (feet)	50	50	N/A
Minimum lot width at building setback line (feet)	75	50	N/A
Maximum building height (feet) (3)	35	35	45
Minimum Floor Area (square feet)	N/A	500 per multifamily dwelling unit	N/A

(1) Front yards shall not be less than the average front yards located on the block, up to the minimum yard requirement; in case there are no other dwellings, the front yard shall be no less than the footages noted.
(2) Dwellings or wood frame structures only. Otherwise, there is no required side yard.
(3) Public or semipublic buildings, schools, and churches or temples, where permitted, may be erected to a height not exceeding 75 feet when the front, rear and side yards are increased an additional foot for each foot such buildings exceed the maximum height permitted.

(b) *Old East Hill preservation districts (OEHR-2, OEHC-1, OEHC-2, and OEHC-3).* Table 12-4.10 prescribes height, area and yard requirements for new construction.

TABLE 12-4. 10. DIMENSIONAL STANDARDS FOR OLD EAST HILL PRESERVATION ZONING DISTRICTS

Standards	OEHR-2	OEHC-1	OEHC-2	OEHC-3
Minimum Yard Requirement				
Front Yard (feet)	15 (1)	NA (2)	NA (2)	NA
Side corner yard (feet)	7.5	NA (2)	NA (2)	
Side Yard (feet)	5	5 (2)	5 (2)	
Rear Side (feet)	15	NA (2)	NA (2)	
Minimum Lot Area (sq. ft.)				
Single-family	3,500	NA	NA	NA

Standards	OEHR-2	OEHC-1	OEHC-2	OEHC-3
Duplex	5,000			
Townhomes	2,000			
Zero-lot-line	2,500			
Multifamily up to four units	3,200			
Multifamily	9,000			
Non-residential	NA			
Minimum Lot Width (feet) [3]	30	None	None	None
Maximum Lot Coverage [4]	N/A	50%	50%	None
Maximum Building Height [5]	Residential: Two and a half stories. 35 feet maximum.			
Minimum Floor Area For Multifamily Developments	500 square feet per dwelling unit			

[1] No less than the average depth of all of the front yards facing the street on the block, up to the minimum yard requirement; in case there are no other dwellings, the front yard depth shall be no less than required in the district.
[2] Unless this chapter requires a buffer yard.
[3] Minimum width measured at right-of-way line and setback line.
[4] A minimum of 50 percent of the required pervious area shall consist of living landscaping materials as defined in chapter 12-2.
[5] The ARB may approve an additional three feet for each foot the building is set back from the building setback or property lines to a maximum height of 45'.

Sec. 12-4-25. Dimensional standards for redevelopment districts

In addition to the provisions of this section, all development within the redevelopment districts shall comply with all other applicable standards of this code, including but not limited to, the design standards contained in chapter 12-5, article II. In the event of a conflict between the standards of this section and any other provision of this Code, the standards of this section shall govern. Due to the nature of the redevelopment districts, development activity within these districts requires Development Plan approval from the planning board (see chapter 13-3, article VI).

(a) *Gateway Redevelopment District (GRD)*. Development within the GRD zoning district shall meet the following provisions, in addition to the design guidelines contained in the following subsections. The intent of the guidelines is to reduce the level of contrast between buildings and to create a more compatible appearance in architectural design, scale, materials and colors. All development within the gateway redevelopment district is also encouraged to follow design guidelines as established in chapter 12-5, article I.

TABLE 12-4. 11. DIMENSIONAL STANDARDS FOR THE GATEWAY REDEVELOPMENT DISTRICT (GRD)

Maximum Density	
Single-family (detached) and duplex	18
Multifamily	100
Minimum Lot Area (square feet)	
Single-family (detached)	3,500
Duplex	5,000
Townhouse	2,500
Triplex, quadruplex	3,500
Multi-family (more than 4 units)	N/A
Minimum Lot Width (feet) (measured at ROW and minimum building setback line)	
Single-family	30
Duplex	50
Townhouse [1]	25
Triplex, quadruplex	30
Multi-family	N/A

Other uses	50 at ROW [2]	
Minimum Yard Requirements (feet) [3]		
Front Yard	20 [4]	Adjacent to Bayfront Pkwy (north side): 50 Gregory, Alcaniz, and Chase St., 9th Ave.: 10 All other streets: 5
Side Corner Yard	10	
Side Yard	5	
Rear Yard	25	
Building Separation (feet)	N/A	
Minimum floor area (square feet)	N/A	
Maximum Building Height (feet)	100[5]	
Maximum Lot Coverage [6]		
Single-family and duplex	N/A	
Townhouse	75%	
Multi-family and other uses	75%	
Building Coverage	75%	
Recreation/Open Space	N/A	

[1] Townhouses on lots with a width of less than 40 feet shall be rear loaded.

[2] Any lot of record on the effective date of this title which is less than 50 feet may be used for only one establishment listed as a permitted use in Table 12-4.6.

[3] Townhouse and zero-lot-line dwellings adjacent to an RL or RM-1 zoning district shall be subject to the minimum yards required on the adjacent lot or ten feet, whichever is less. Multifamily development and permitted non-residential uses abutting a single-family or zero-lot-line district shall provide a 20-foot yard unless the two districts are separated by a public street, body of water, or similar manmade or natural buffer of equal width.

[4] The minimum front yard shall be no less than the average yard depth of all front and street side yards located on either side of the block face, up to the minimum required; if there are no other dwellings in the block, the minimum front yard shall be as required by the district.

[5] At the minimum setback, building height along Bayfront Parkway may not exceed 50 feet. An additional foot setback shall be required for each additional two feet in building height above 50 feet. This setback is intended as a landscaped buffer zone that preserves the open space character of the parkway.

[6] A minimum of 50 percent of the required pervious area shall consist of living landscaping materials as defined in chapter 12-2.

(1) *Site planning.* The integration of site features such as building arrangement, landscaping, and parking lot layout is critical in producing a pleasant and functional living or working environment. In reviewing development proposals, the following guidelines shall be taken into consideration.

a. *Maximum preservation of bay views.* Considering the bayfront location within the district, the placement of buildings, signs, service areas, parking, and landscaping shall be planned to maximize the preservation of views of the bay and to protect the bayfront's scenic open space character. To prevent the effect of a "wall" of development along the inland edge of the Bayfront Parkway, the long axis of all buildings located on the corridor should be oriented parallel to the inland street grid, rather than parallel to the parkway itself. The preservation of ample open space between buildings, and the creation of a campus-like development pattern, are encouraged especially in the bayfront area. In addition, site planning throughout the district should recognize existing topographical variations and maximize this variation to maintain bay views.

b. *Development coordination.* The preservation of bay views and the creation of a campus character development pattern cannot be achieved through the site planning of any single development; all development efforts within the district must be coordinated to achieve these objectives.

c. *Off-street parking and service areas.* Off-street parking shall be discouraged within all street yards. Where possible, service areas (i.e., trash collection, loading docks) shall be located to be screened by the building itself; otherwise, walls, fences, landscaping and earth berms shall be used to achieve effective screening from the right-of-way.

(2) *Architectural design and building elements*.

a. Buildings or structures that are part of a present or future group or complex shall have a unity of character and design. The relationship of forms and the use, texture, and color of materials shall be such as to create a harmonious whole.

b. Buildings or structures located along strips of land or on single sites and not a part of a unified multibuilding complex shall strive to achieve visual harmony with the surroundings. It is not to be inferred that buildings must look alike or be of the same style to be compatible with the intent of the district. Compatibility can be achieved through the proper consideration of scale, proportions, site planning, landscaping, materials and use of color.

c. Materials such as metal and plastic shall be discouraged on exterior surfaces of buildings.

d. Severe or angular roof lines that exceed a pitch of 12:12 (45-degree angle) are discouraged. Exceptions to this guideline (i.e., churches) shall be considered on a case-by-case basis.

e. Bright colors and intensely contrasting color schemes are discouraged within the district.

f. Proposed development adjacent to the historic district should give special consideration to visual compatibility in scale and architectural design in order to positively reinforce the character of the historic area and provide a buffer and transition.

g. The following guidelines concerning design, materials, lighting, landscaping, and positioning of permitted signs shall be considered:

1. The architectural character of the building to which the sign relates should be reflected in the lettering of the sign, the materials used for the supporting structure and the sign face.
2. Indirect and internal lighting is encouraged. Neon and exposed fluorescent lighting are discouraged.
3. The landscaping and positioning of the sign should complement the overall site plan and landscaping of the development.

(b) *Gateway redevelopment district, Aragon redevelopment area (GRD-1)*. The Aragon redevelopment area is characterized by the integration of houses, shops, and work places. Mixed land use is encouraged by allowing first floor work spaces with apartments and townhouses above. The Pensacola Historic District, located just south of the GRD-1 area was the inspiration for the GRD-1 district architectural guidelines, which reflect the scale, lot sizes, and uses permitted in the historic district. The Aragon Design Code contains the dimensional standards and the building design requirements for this district. Given the origins of this area as a planned neo-traditional community, the regulations are very detailed and focus heavily on urban form and architecture.

(c) *Waterfront redevelopment district (WRD).* All developments within the waterfront redevelopment district must comply with this section and are encouraged to follow the site and building design guidelines established in the following subsections.

TABLE 12-4. 12. DIMENSIONAL STANDARDS FOR THE WATERFRONT REDEVELOPMENT ZONING DISTRICTS

	WRD	WRD-1
Lot coverage	75% [1]	95%
Building height	35 feet [2] 60 feet along Main Street	6 stories
Setbacks	30 feet from the shoreline or the bulkhead line [3] 60 feet from the Main Street centerline	30 feet from the shoreline or the bulkhead line [3, 4] 60 feet from the Main Street centerline

[1] A minimum of 50 percent of the required pervious area shall be living landscaping materials as defined in chapter 12-2.
[2] The planning board may approve an additional one foot in building height for each additional one foot in setback provided, up to a maximum height of 60 feet.
[3] This setback may be decreased by the planning board and the council during the review process to permit reuse of existing buildings, structures or foundations with a lesser setback.
[4] All other setbacks shall be as specified in the regulating plan.

(1) *Site planning.* The integration of site features such as building arrangement, landscaping, parking lot layout, public access points, building orientation, and scenic vantage points is critical in producing a pleasant and functional living or working environment. In reviewing development proposals, the following guidelines shall be taken into consideration:

a. *Maximum preservation of waterfront views.* Considering the waterfront location of the district, the placement of buildings, signs, service areas, parking and landscaping shall be planned to maximize the preservation of views of the bay and to protect the waterfront scenic open space character. To prevent the effect of a "wall" of development along the edge of the waterfront and adjacent streets, open space should be encouraged between buildings and under elevated buildings. Pedestrian circulation systems should be designed to form a convenient, interconnected network through buildings, landscaped open spaces, and public walkways. The longer side of each building should be sited perpendicular to the water's edge in order to preserve water views from the street.

b. *Building orientation.* Buildings should be oriented to maximize the waterfront view potential within the district while maintaining quality facade treatment and design on the streetside. Structures should be positioned to provide viewing opportunities of the water and the shoreline edge between buildings. The location of solid waste receptacles, service entrances, loading docks, storage buildings and mechanical and air conditioning equipment and other items typically situated at the backside of buildings should be discouraged within the area between the building and the water's edge.

c. *Off-street parking and service.* Off-street parking shall be discouraged within the shoreline setback area. Where possible, service areas (i.e., trash collection, loading docks) shall be located to be screened by the building itself; otherwise, walls, fences, landscaping, and earth berms shall be used to achieve effective screening.

(2) *Aesthetic considerations.* Development projects within the district are not subject to special architectural review and approval. In lieu of a special separate review procedure, the following general architectural and aesthetic design criteria will be considered to enhance the character of the district. Development in the WRD-1 district is encouraged to comply with the CRA Overlay Standards and Guidelines as outlined in chapter 12-5, article III.

a. Buildings or structures that are part of a present or future group or complex shall have a unity of character and design. The relationship of forms and the use, texture, and color of materials shall be such as to create a harmonious whole.

b. Natural materials such as brick, wood and stucco should be encouraged. Materials such as metal and plastic shall be discouraged on exterior surfaces of buildings.

c. All mechanical equipment, satellite dishes and other similar equipment should be completely screened by the architecture of the structure, or fences, walls or vegetation.

d. Proposed developments within the waterfront redevelopment district that are located adjacent to a historic district should give special consideration to visual compatibility in scale and architectural design in order to positively reinforce the character of the historic area and provide a buffer and transition.

e. Projects should be encouraged that enhance the setting or provide for adaptive reuse of historic buildings and sites.

f. Landscaping should be used to enhance waterfront views and vistas and to screen undesirable features. Low lying plant material should be used in open areas to retain views of the water. Trees should be selectively utilized and carefully located along the waterfront in both public and private developments in order to maintain existing views as much as possible. Plantings should be coordinated near buildings to provide view corridors.

Sec. 12-4-26. to 12-4-29. Reserved

ARTICLE IV. OVERLAY ZONING DISTRICTS ESTABLISHED

Sec. 12-4-27. Community Redevelopment Area (CRA) Urban Design Overlay District

The CRA urban design overlay district was established to preserve the urban pattern and architectural character of the community redevelopment areas while promoting context-sensitive, high-quality new development. Efforts focus on improving physical appearance through predictable urban design standards, removing blight through quality redevelopment, and supporting cohesive, resilient growth aligned with city plans. The intent of the overlay regulations is to create walkable streetscapes with well-defined street edges and engaging building design, encouraging mixed-use development, and fostering a vibrant mix of residential, retail, service, and cultural uses that support local needs and regional appeal. The regulations applicable to properties within this overlay are in contained in chapter 12-5.

Sec. 12-4-28. Airport Development Corridor Overlay District

(a) *Creation and description of corridor.* There is hereby created the airport development corridor overlay district within the area described as follows: all property within 100 feet of either side of the centerline of 12th Avenue between the south line of the city airport property zoned ARZ (airport restricted zone) and the north line of Underwood Avenue, and all property within 100 feet of either side of the centerline of Airport Boulevard between 9th Avenue and 12th Avenue.

(b) *Purpose.* The purpose for creating the airport development corridor is to promote orderly development along major roadways accessing the Pensacola International Airport to enhance the corridor's visual appearance as an entranceway into the city. Review of each development proposal, with special emphasis on similar style signage, landscaping requirements, and access management, is intended to encourage a high quality of site planning.

(c) *Permitted land uses.* Land uses within the airport development corridor shall be those permitted within the underlying zoning district classifications.

(d) *Development review.* Prior to obtaining construction permits, the developer shall submit a site plan to the Mayor or designee to obtain administrative approval of the following. The site plans and elevations depicting the proposed project within the airport development corridor shall contain all the elements at the scale designated in section 12-3-63 (development plan submittal requirements).

(1) The relationship between the proposed development plan and the surrounding land uses.

(2) The character and/or design of the following factors:

a. Traffic egress and ingress to the site;

b. Signage;

c. Provision of open space and visual corridors;

d. Preservation of existing vegetation and proposed landscaping; and

e. Fencing and screening, if applicable.

(Code 1986, § 12-2-23; Ord. No. 28-92, § 1, 8-27-1992)

Sec. 12-4-29. North 9th Avenue Corridor Management Overlay District

(a) *Purpose.* The purpose of this overlay district is to establish specific criteria to address access management of vehicular traffic and to enhance safety in the district for both pedestrians and the operators of motor vehicles. Further, creation of the district will allow for the orderly rezoning and redevelopment of the district over time, allow for a compatible mixture of residential and business uses, maintain the residential appearance and quality of the district by implementation of design standards, and enhance the corridor's visual appearance. These objectives will be accomplished through comprehensive site planning on the part of the developer, combined with site plan review and approval by the planning board, city staff, and the district office of the state department of transportation.

(b) *Permitted land uses.* Land uses within the North 9th Avenue corridor management overlay district are those permitted in the underlying zoning district classifications.

(c) *Development review*.

(1) Rezoning requests alone will not require submission of a site plan.

(2) Prior to making application for a building permit and/or obtaining a certificate of occupancy for nonresidential development, the developer must submit a site plan that meets the district access management requirements and design standards to the Mayor or designee for administrative review of the following. The site plans and elevations depicting the proposed project within the airport development corridor shall contain all the elements at the scale designated in section 12-3-63 (development plan submittal requirements). Any deviations from signage, landscaping, or transportation requirements intended to apply to this district are noted in the respective chapters.

a. The relationship between the proposed development plan and the surrounding land uses.

b. The character and/or design of the following factors:

1. Traffic egress and ingress to the site;
2. Parking;
3. Provision of open space and visual corridors;
4. Preservation of existing vegetation and proposed landscaping;
5. Applicable screening, fencing and buffering;
6. Signage; and
7. Preservation of the residential quality of the district through architectural and design standards as outlined in subsection (d) of this section.

(d) *Architectural design and building elements*. In addition to the standards applicable to the underlying zoning district, development within this overlay must comply with the design guidelines established in chapter 12-5, article I and the following:

(1) Buildings or structures that are part of a present or future group or complex shall have a unity of character and design. The relationship of forms and the use, texture, and color of materials should be such as to create a harmonious whole within the residential context and nature of the district.

(2) Buildings or structures located along strips of land or on single sites and not a part of a unified multi-building complex shall strive to achieve visual harmony with the surroundings. It is not inferred that the buildings must look alike or be of the same style to be compatible with the district. Compatibility can be achieved through the proper consideration of scale, proportions, site planning, landscaping, materials, and use of color.

(Code 1986, § 12-2-24; Ord. No. 33-96, § 1, 7-25-1996; Ord. No. 01-17, § 1, 1-12-2017)

Sec. 12-4-30. Wellhead Protection Overlay District

(a) *Purpose.* The purpose of this district is to avoid risks of damage to sources of drinking water by prohibiting within close proximity to public water wells certain land uses, facilities and activities that involve a reasonable likelihood of discharges of pollutants into or upon surface water or groundwater. The council finds that the land uses, facilities and activities identified in this section involve a reasonable likelihood of discharges of pollutants into or upon surface water or groundwater and, therefore, that the prohibition of such land uses within wellhead protection areas is necessary to avoid risks of damage to sources of drinking water.

(b) *Location of wellhead protection areas.* Wellhead protection areas are located within a 200-foot radius of the public supply water wells located as follows and specifically identified on maps available in the building inspections and planning offices:

(1) Cervantes and "I" Streets.

(2) DeSoto and Guillemard Streets.

(3) Lee and Tarragona Streets.

(4) Jordan and Guillemard Streets.

(5) Mallory Street and 10th Avenue.

(6) Royce Street and Skyline Drive.

(7) Cordova Place Subdivision and Airport Property.

(8) Hidden Oaks Final Edition Subdivision and Airport Property.

(9) 9th Avenue and Underwood Road.

(10) 9th Avenue and McAllister Boulevard.

(11) Davis Highway and Burgess Road.

(c) *Prohibited installations*.

(1) *Prohibited land uses, facilities or activities.* Except as provided in subsection (c)(2) of this section, the following land uses, facilities or activities are prohibited within wellhead protection areas:

a. Automobile, truck or boat sales, rental, storage, maintenance or repair;

b. Battery manufacturing, rebuilding or storage;

c. Building or road contractor facilities other than offices;

d. Chemical manufacturing, production, sales, storage, transfer or disposal facilities;

e. Dry cleaners or laundries;

f. Electroplating;

g. Equipment or machinery sales, rental, storage, maintenance or repair;

h. Furniture production, repair or refinishing;

i. Gasoline stations or other refueling facilities;

j. Laboratories;

k. Landscape maintenance services;

l. Liquid bulk plants or terminals;

m. Manmade pits, ponds, lagoons or retention or impoundment areas;

n. Medical or veterinary clinics;

o. Paint sales, production or contracting facilities;

p. Pest control services;

q. Photography processing;

r. Printing or copying equipment;

s. Septic tanks;

t. Storage tanks;

u. Swimming pools;

v. Wood, coal or fuel yards; and

w. Wood preservation.

(2) *Exceptions.* Any of the land uses, facilities or activities identified in subsection (c)(1) of this section lawfully in existence within a wellhead protection area on June 1, 1991, may continue to exist on the parcel upon which is located and permits for its replacement or repair may be granted; but such land uses, facilities, and activities may not be added to or expanded.

(Code 1986, § 12-2-26)

Sec. 12-4-31. Bayou Texar Shoreline Protection Overlay District

(a) *Purpose.* The purpose of this district is to establish standards that recognize and protect the environmental resources of the Bayou Texar shoreline. This section ensures the preservation of the natural buffering effect of open spaces along the shoreline for storm surge abatement and the filtering of stormwater runoff; and enhances the public's recreational and aesthetic utilization of the shoreline and adjacent waters. See section 12-3-12 for stormwater management plan requirements.

(b) *Shoreline protection zone.* The Bayou Texar shoreline protection zone includes all property abutting Bayou Texar bounded on the north by the 12th Avenue bridge and on the south by the L & N trestle located at the mouth of the bayou.

(c) *Permitted land uses.* Land uses permitted in the shoreline protection zone shall be those permitted within the underlying zoning districts.

(d) *Regulations.*

(1) *Shoreline setback.* All habitable structures shall observe the following minimum setback from the mean high water line. Docks and boathouses shall conform to the regulations set forth in section 12-6-4.

a. R-ZL, RM-2 and RH-1, RO zones: 20 feet

b. RL-2, RL-3, and RM-1 zones: 30 feet.

c. RL-1: 60 feet.

d. Lots of record: 20 feet.

(2) *Required yards.* The front and rear yard requirements shall be the same as the applicable zoning district requirements. Each required side yard shall be ten percent of the lot width, not to exceed 15 feet. For lots of record, the front and rear yard requirements shall be as described in section 12-1-11, and the required side yards shall be ten percent of the lot width, not to exceed ten feet.

(e) *Development guidelines.* The following guidelines should be utilized in the review of each development proposal within the district. The guidelines are intended to provide flexibility in the development of property within the district in a manner that balances the interests of the property owner with the public's need for assurance that development will be orderly and consistent with the intent of this section. Individual parcels of property may have physical attributes that justify departure from regulatory norms when strict application of such norms would deny a property owner a reasonable use of his or her property and when deviation from such norms is consistent with the intent of this regulation as described herein.

(1) Structures should be sited to retain the maximum amount of open space for natural stormwater retention.

(2) Where possible and practical, existing vegetation, including shoreline vegetation, should be maintained as a buffer between development and the surface waters of Bayou Texar.

(3) Development within the shoreline protection zone which would be dependent on future bulkheading or other shoreline fortification for protection shall be discouraged.

(4) Proposed stormwater treatment facilities shall be situated laterally across the width of the subject property and parallel to the shoreline (or provide grading, collection, and conveyance mechanism) to the greatest extent possible, in order to route and contain stormwater runoff from the up gradient yard into stormwater treatment facilities.

(5) Proposed stormwater treatment facilities shall be located at the farthest possible and practical downstream location adjacent to the shoreline without causing any adverse impacts on the shoreline or existing vegetative buffers. Facilities shall be sized to provide treatment for one inch of runoff and provide a minimum of six inches of freeboard above the treatment volume elevation. The city engineer may increase these requirements as warranted based upon site-specific circumstances and conditions.

(f) *Public access to the shoreline.* All extensions of street rights-of-way that are perpendicular to or otherwise intersect Bayou Texar within the shoreline protection zone shall be reserved for public use unless officially vacated by city council action.

(g) *Conflicts.* This section is not intended to interfere with, abrogate, or annul any other ordinances, rules, or regulations, except where this section imposes greater restrictions upon land within a zone.

(Code 1986, § 12-2-27; Ord. No. 8-99, § 3, 2-11-1999; Ord. No. 12-21, § 1, 6-17-2021)

Sec. 12-4-32. Escambia Bay shoreline protection district

(a) *Purpose.* The purpose of this district is to establish standards that recognize and protect the unique scenic vistas and environmental resources of the Escambia Bay shoreline. The regulations for this district shall provide for the alleviation of the harmful and damaging effects of on-site generated erosion and runoff caused by clearing the natural vegetation, changing the existing contours of the land and/or not adequately addressing stormwater runoff. These regulations also ensure the preservation of the bluffs, the wetland areas and scenic views along the bay. See section 12-3-12 for stormwater management plan requirements.

(b) *Escambia Bay shoreline protection district boundaries.* The Escambia Bay shoreline protection district includes all property within the city limits bounded by Scenic Highway on the west and the Escambia Bay shoreline on the east, beginning at Mallory Street and continuing north to the city limits line.

(c) *Permitted land use.* Land use permitted in the Escambia Bay shoreline protection district shall be as designated by the city comprehensive plan and zoning regulations.

(d) *Regulations.*

(1) *Building setbacks*.

a. 30 feet on both sides of the L & N rail right-of-way line for habitable structures.

b. 30 feet from the mean high water line of Escambia Bay for habitable structures.

(2) *Required yards.* Each required side yard shall be ten percent of the lot width, not to exceed 15 feet. For lots of record, the front and rear yard requirements shall be the same as described in section 12-1-11, and the required side yards shall be ten percent of the lot width, not to exceed ten feet.

(3) *Lot coverage.* Total lot coverage of all development sites within the Escambia Bay shoreline protection district shall not exceed 75 percent. A minimum of 50 percent of the required pervious area shall consist of living landscaping materials as defined in chapter 12-2.

(4) *Protection of bluffs*.

a. *Structures allowed on the bluffs.* Only the following structures shall be allowed to be built on the bluffs:

1. Elevated buildings, walkways, steps and decks;
2. Pilings and footings necessary for construction of buildings, walkways, steps or decks; and
3. Access roads or driveways that are essential to the economically viable use of the development.

b. *Vegetation.* Clearing of the natural vegetation covering the bluffs within the Escambia Bay shoreline protection district is prohibited except for the minimum area needed for construction of allowable structures. As soon as the construction processes are completed, vegetation must be replanted in all disturbed areas.

c. *Construction.* Development that would require alteration of the bluffs shall be prohibited except for approved access roads. Grading and other site preparation shall be kept to an absolute minimum and shall not be undertaken any longer than 30 days after the proposed start of actual construction.

(e) *Development guidelines.* The following guidelines should be utilized in the review of each development proposal within the district. The guidelines are intended to provide flexibility in the development of property within the district in a manner that balances the interests of the property owner with the public's need for assurance that development will be orderly and consistent with the intent of this section. Individual parcels of property may have physical attributes which justify departure from regulatory norms when strict application of such norms would deny a property owner a reasonable use of his or her property and when deviation from such norms is consistent with the intent of this regulation as described herein.

(1) *Site planning.* All structures should be designed in a manner that complement the natural contours of the site. Developments should take into account the topography, soils, geology, hydrology and other natural conditions existing on the proposed site.

(2) *Preservation of existing vegetation, except as provided in subsection (d)(4)b of this section.* Where possible and practical, existing vegetation, including trees that are not required to be protected under this section and existing shrubs and understory vegetation, should be left undisturbed, especially in the wetland areas. When vegetation is disturbed, the use of native vegetation is encouraged for replanting.

(f) *Conflicts.* This section is not intended to interfere with, abrogate, or annul any other ordinances, rules, or regulations, except where this section imposes greater restrictions upon land within a zone.

(Code 1986, § 12-2-28)

Sec. 12-4-33. to 12-4-39. Reserved

ARTICLE V. DEVELOPMENT INCENTIVES

Sec. 12-4-40. Development bonuses and Incentives

(a) *Purpose and intent*. The development bonus program is established to incentivize the provision of public benefits through development bonuses. Eligible developments may receive increased residential density, additional building height, or reduced parking requirements beyond otherwise applicable zoning standards in exchange for providing specified public benefits. Incentives are available for developments in the medium and high-density residential land use districts, office land use district, residential/neighborhood commercial land use district, commercial land use district, redevelopment land use district and business land use district.

(b) Improvements eligible for bonuses.

(1) *Superior site and building design.* Bonuses may be approved as an incentive to achieve superior building and site design, preserve environmentally sensitive lands and open space, and provide public benefit uses including access to the waterfront. The bonus granted shall be based upon clear and convincing evidence that the proposed design will result in a superior product that is compatible with the surrounding land uses and produces a more desirable product than the same development without the bonus.

(2) *Affordable housing*. The provision of residential units certified by the city as "Affordable Housing" (defined in chapter 12-2) may qualify for incentives under this section.

a. Incentives shall be based upon the proportion of affordable units provided relative to market-rate units.

b. Affordable units shall remain affordable for a minimum period of ten years through legally enforceable mechanisms including deed restrictions, rental restrictions, resale restrictions, land use restrictions, or rights of first refusal.

c. This incentive program shall function independently of the Live Local Act program.

(3) *Vertical mixed-use development*. In zoning districts where a mix of residential and commercial or office uses is permitted, a development containing a vertical mix of residential and commercial or office may qualify for incentives provided:

a. The residential component contains a minimum of 5 dwelling units.

b. All the proposed uses are permitted in the applicable zoning district.

(4) *Public open space and amenities*. Public open space (urban plaza or park) may qualify for incentives where the developer provides:

a. A publicly accessible urban park or plaza, courtyard, or similar space containing a minimum of 3,000 square feet;

b. Landscaping, hardscaping, seating, lighting, and similar amenities

c. Permanent public accessibility during hours established by the development approval. Open space provided pursuant to this section may remain under private ownership and maintenance.

(5) *Tree preservation*. A reduction in required parking may be approved when necessary to preserve a protected tree having a trunk diameter of at least 12 inches DBH. Applicants shall demonstrate that reasonable site design alternatives were evaluated and that parking reduction is necessary to preserve the protected tree.

(6) *Parking Garages*. Parking garages located below or above occupied space, or integrated within mixed-use, residential, commercial, or office buildings shall not count toward maximum building height as provided in Section 12-4-5. This exemption shall apply only to floors primarily devoted to structured parking and associated circulation areas.

(c) *Development incentives*. The following table summarizes the desired public benefits and the incentives and bonuses offered. Density bonuses refer to an increase over the maximum allowed by the applicable future land use category of the site. The following subsections explain the program in more detail.

TABLE 12-4. 13. SUMMARY OF BONUSES AND INCENTIVES

Public Benefit	Incentive Type	Maximum Bonus	Approval Required
Affordable Housing	Density	Up to 25%	Planning board
	Height	Up to 150 ft. [1]	Planning board
	Expedited Review	Administrative priority	Mayor or designee
Superior Design	Density	Up to 10%	Planning board
	Height	Up to 150 ft.	Planning board
Vertical Mixed-Use	Height	2 additional stories	Mayor or designee
Tree Preservation	Parking Reduction	Per subsection (d)	Mayor or designee
Parking Garage	Height Exemption	Parking floors excluded from building height calculations	Mayor or designee

[1] Limited to the additional building height necessary to accommodate the additional units approved with the density bonus
[2] Twice the number of units or non-residential square footage lost to setting aside land for conservation.

(d) *Parking reduction schedule.* A reduction of the required parking spaces may be allowed to preserve protected trees subject to the following schedule. Parking reductions approved under this section shall represent the total cumulative reduction permitted for tree preservation.

TABLE 12-7. 1. REDUCTION SCHEDULE

Number of Required Parking Spaces	Maximum Reduction of Required Parking Spaces Allowed
1—4	0
5—9	1
10—19	2
20 or above	10 percent of total number of spaces, rounded up (total reduction regardless of number of trees preserved).

(e) *Height bonus review standards*. Height bonus applications shall demonstrate compliance with the following standards:

(1) *Site planning and environmental design*

a. The design, placement, and massing of structures shall enhance solar exposure for the project and minimize shadow impacts on adjacent buildings and public areas.

b. Buildings and site features shall be sited to preserve protected trees and existing vegetation to the maximum extent practicable.

c. Placement and massing of buildings shall preserve desirable public views that would otherwise be blocked by new development.

d. New development shall be sited to avoid or minimize impacts on environmentally sensitive and critical areas, including wetlands, stream corridors, fragile vegetation, and wildlife habitats.

1. The construction of roads across isolated wetlands shall be limited and, where necessary, constructed on pilings or with culverts to maintain natural water flow.
2. Stormwater runoff shall not be discharged directly into open waters. Appropriate stormwater systems such as vegetated buffers, swales, wetlands, underground drains, catch basins, ponds, porous pavements and similar systems shall be used to manage runoff.
3. Natural watercourses shall not be filled, dredged, cleared, deepened, widened, straightened, stabilized, or otherwise altered.

e. Drainage facilities and vegetated buffer zones shall be used for dual purposes such as open space, recreation, or conservation areas.

(2) *Compatibility with surrounding development*

a. New buildings in established neighborhoods shall respond to the architectural characteristic of existing buildings, including components such as roofs, windows, porches, entries, balconies, and materials. Imitation is not required or encouraged; rather, new development shall utilize traditional design elements that complement the neighborhood's character.

b. Developments adjacent to less-intensive zoning districts shall mitigate height, bulk, and scale impacts through:

1. Architectural styles, details (such as rooflines or fenestration), exterior colors, and materials consistent with the adjacent zones.
2. Landscaping or screening.
3. Strategic site layout, such as locating required open space on the zone district edge so the building is located farther from the lesser intensity zone district.
4. Stepping the building back ten feet for every additional floor permitted above the allowable height in the district.
5. Placement of more compatible uses near the zone edge in mixed-use developments.

c. When a new structure is proposed on the same site as an existing structure, especially one with historic or architectural significance, the new design shall be compatible with the existing structure.

d. Building placement and orientation shall reinforce the existing desirable spatial characteristics of the public right-of-way. For example, multi-story mixed-use buildings on downtown corner lots shall use ground level pedestrian-oriented uses and maintain a consistent building edge abutting the sidewalk.

(3) *Pedestrian orientation and street activation*

a. New development shall encourage pedestrian activity on the street through features such as entrances, porches, balconies, decks, seating areas, shopfronts, and outdoor dining areas.

b. Primary building entrances shall be clearly visible and accessible from the street to foster a welcoming and pedestrian-friendly environment.

c. Storefront windows and doors shall face public streets or accessible outdoor spaces such as courtyards, gardens, patios, or other unified landscaped areas.

d. Multifamily and mixed-use buildings shall use architectural articulation and window patterns to express individual units in a multifamily building or mixed-use building.

e. Blank walls facing the street shall be avoided. If unavoidable due to structural or functional needs, they shall not exceed 50 feet in length or 20 percent of the length of the building facing the street, whichever is less, and shall include design elements to improve visual interest and pedestrian comfort.

(4) *Building design and architectural articulation*

a. Buildings exceeding four stories shall incorporate upper story step backs to reduce the perception of bulk at the street level.

b. Pedestrian weather protection shall be provided through elements such as canopies, awnings, arcades, or other similar elements that are of sufficient width to protect at least one person.

c. Architectural features shall be incorporated into the facade to reduce building mass and enhance the pedestrian environment.

d. All rooftop mechanical equipment shall be fully screened from public view by integrating it into building and roof design.

(5) Parking and service areas

a. Structured parking garages shall be designed to minimize visual prominence.

1. Entrances and ramps shall be screened and oriented away from street frontages.
2. Roof top parking shall be screened with parapet walls or other architectural treatments.
3. Exterior lighting shall utilize fixtures provided with cut off shielding in order to eliminate glare and spillage onto adjacent properties and roadways.
4. Garage openings shall obscure parked vehicles from public view.
5. Decorative architectural elements on the ground floor level shall be designed to accommodate the pedestrian scale.
6. Upper levels shall maintain the same articulation and rhythm as the ground floor.

b. Modifications to building frontage or setbacks may be approved for parking garages if the design incorporates materials, colors, and architectural elements consistent with the main building.

c. Service elements such as dumpsters, loading docks, and mechanical equipment shall be located away from the street frontages, and screened from public and pedestrian view.

d. All vending machines, ATM machines, and similar features shall be integrated into the building or enclosed in structures that are compatible with the main building. Such features shall be secondary to the building and enhance the overall site aesthetics.

(f) *Multiple bonus limitations*. Development sites may receive more than one bonus provided that:

(1) The maximum cumulative density bonus for any development shall not exceed 35% of the limit otherwise established by land use category.

(2) No development utilizing incentives under this section shall exceed 150 feet in height.

(3) Buildings utilizing a height or density/intensity bonus shall maintain a minimum setback of 100 feet from property zoned single-family residential.

(g) *Review and Approval Procedures*.

(1) Requests for incentives under this section shall be reviewed concurrently with the overall site development plan application and shall not require a separate application unless otherwise required by this Code.

(2) Applications requesting incentives requiring planning board approval shall be scheduled for public hearing in accordance with chapter 12-3.

(3) Applicants utilizing incentives under this section may also apply for variances; however, variance requests shall be processed separately and shall comply with the variance criteria established in chapter 12-3.

Sec. 12-4-41. Density transfer

The density transfer program is intended to incentivize the protection of open space, environmentally sensitive land, and historic and archaeological sites.

(a) *Sending and receiving sites*. There shall be a sending site (forfeiting allowable density) and a receiving site (obtaining additional density than allowed in the zoning district).

(1) Sites within the medium density residential, high density residential, office, residential/neighborhood commercial, commercial, redevelopment, and business land use districts may be receiving sites.

(2) Sending sites may be located in any zoning district.

(b) *Public benefit*. Density transfers may be approved to sites that are proposing a public benefit as follows:

(1) *Superior site and building design*. As defined in the bonus section.

(2) *Affordable housing*, As defined in the bonus section.

(c) Maximum transfer allowed. A receiving site may get a 50% increase in density maximum. A sending site may transfer of up to 100% unutilized residential density to one or more receiving sites, subject to applicable land use regulations and site requirements.

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CHAPTER 12-5. DESIGN AND PRESERVATION STANDARDS

ARTICLE I. DESIGN STANDARDS AND GUIDELINES

Sec. 12-5-1. Purpose

The requirements and guidelines set forth in this article are intended to promote coordinated land development patterns throughout the city; implement the goals, objectives, and policies of the comprehensive plan; ensure adequate access to building sites for ingress and egress; to improve the physical appearance of the city; and to preserve the environmental character of the city.

Sec. 12-5-2. Applicability

This section shall be applicable to all new construction, including the addition of new structures to a developed site, and additions or alterations to existing structures. Single-family detached dwellings located outside a historic district or the Community Redevelopment area (CRA) shall be exempt from the requirements of this article.

Sec. 12-5-3. Design guidelines - General

Most development in the city occurs on infill or redevelopment sites; therefore, projects should take their surroundings into account. The design guidelines contained in this article are intended as suggested methods to improve the character and fit of new development and to encourage respect for how architecture, landscape features, and public improvements help establish context, and steadily improve the quality of the city's residential and commercial neighborhoods. These guidelines encourage designers and developers to look closely at the area surrounding their specific project and to create developments that enhance and complement the built and natural environment.

The design guidelines are flexible in their application and may be applied to specific projects during review by city staff and any applicable review boards. The intent is to achieve the highest level of design quality while providing the flexibility needed for creative site design. Use of the following design standards and guidelines is a means for addressing aesthetic and environmental concerns in the development process.

Sec. 12-5-4. Building placement

The placement of buildings should respond to specific site conditions and opportunities such as irregular-shaped lots, location on prominent intersections, views, or other natural features. On-site surface parking should be visually minimized and where possible should be located behind a building. Site characteristics to consider in building design include, but are not limited to, the following:

(a) Building placement should avoid or lessen the impact of development on environmentally sensitive and critical areas such as wetlands, stream corridors, fragile vegetation and wildlife areas, etc.

(b) The design and placement of a structure and its massing on the site should enhance solar exposure for the project and consider the shadow impacts on adjacent buildings and public areas.

(c) The placement of buildings and other development features should enable the preservation of significant or important trees or other vegetation.

(d) Where a new structure shares a site with an existing structure, or a major addition to an existing structure is proposed, the design of the new should be designed to be compatible with the original structure. This is particularly important if the original structure has historical or architectural merit to the community.

(e) The placement and massing of a building should preserve desirable public views that would otherwise be blocked by the new development.

(f) The placement and orientation of buildings should acknowledge and reinforce the existing desirable spatial characteristics of the public right-of-way. For example, a multi-story mixed-use building proposed for a downtown corner zoning lot should reinforce the existing streetscape by utilizing the ground level for pedestrian oriented retail and restaurants and maintaining a consistent building edge abutting the sidewalk.

(g) Building entrances should be clearly visible from the street. Using entries that are visible from the street makes a project more approachable and creates a sense of association with neighboring structures.

(h) New buildings should be sited and designed to encourage human activity on the street. To accomplish this, entrances, porches, balconies, decks, seating and other elements can be designed to promote the use of the street front and provide places for human interaction. For example, for commercial developments such elements can include shop front windows, outdoor seating/dining, rooftop decks, balconies, and canopies that protect pedestrians from the elements.

(i) Development projects that are adjacent to a less-intensive zoning district with differing development standards, may create substantial adverse impacts that result from inappropriate height, bulk and scale relative to their neighbors. Careful siting and design treatments can help mitigate some height, bulk and scale impacts; in other cases, actual reduction in the height, bulk and scale of a project are advisable to adequately mitigate adverse effects. In some instances, careful siting and design treatment may be sufficient to achieve reasonable transition and mitigation of height, bulk and scale differences. Some techniques for achieving compatibility are:

(1) Use of architectural style, details (such as rooflines or fenestration), exterior colors, or materials that derive from the less intensive zone district.

(2) Creative use of landscaping or other screening.

(3) Location of features on-site to facilitate transition, such as locating required open space on the zone district edge so the building is located farther from the lesser intensity zone district.

(4) In a mixed-use project, siting the more compatible uses near the zone district edge.

Sec. 12-5-5. Building massing

The purpose of the building massing requirements is to break down large volumes into smaller volumes grouped together.

(a) Buildings should not exceed a height to width ratio of 1:3 without providing a substantial volume break which may consist of a projection or recess, a tower or bay, and/or an architecturally prominent entrance (see figures 12-5.1 and 12-5.2). Vertical and horizontal projections and recesses should have a minimum height, depth, and width of five feet.

(b) Roofs or assemblies of roofs should also be articulated to reduce building mass. Roof heights should vary using the parameters listed in subsection (a), above.

(c) Buildings on corner lots should incorporate distinctive architectural treatments (e.g., corner entrance, tower) to emphasize their prominent location.

FIGURE 12-5. 1. EXAMPLE OF BUILDING ARTICULATION SPACING

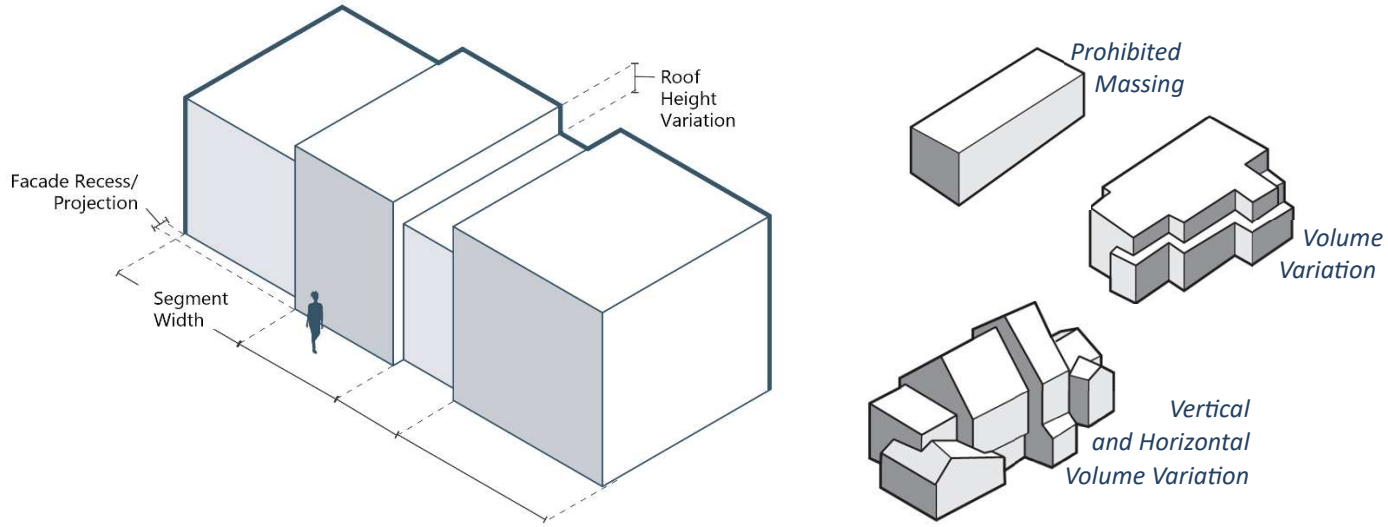


FIGURE 12-5. 2. MASSING

Discouraged Massing

Vertical and Horizontal Volume Variation

Sec. 12-5-6. Architectural context

New buildings in established neighborhoods with a well-defined and desirable character should harmonize with or complement the architectural character and siting pattern of neighboring buildings.

(a) Taking note of the architectural characteristics of surrounding buildings can help new buildings be compatible with their neighbors when a consistent pattern is already established by similar building articulation; building scale and proportions; architectural styles; roof forms, building details and fenestration patterns; or materials. Even when there is no consistent architectural pattern, building design and massing can be used to complement and enhance certain physical conditions of existing surrounding development.

(b) In cases where an existing context is either not well defined, or may be undesirable, a well-designed new project has the opportunity to establish a pattern or identity that future redevelopment can build on.

Sec. 12-5-7. Architectural features

New buildings developed in an established neighborhood with an identifiable character may be viewed as undesirable intrusions unless they respond positively to the architectural characteristic of existing buildings (i.e., components which define the appearance of a building, such as roofs, windows, porches, modulations, entries, materials, balconies and details). Therefore, new development in established neighborhoods is encouraged to complement neighboring buildings and consider how design gives a neighborhood its identity. This does not mean that new buildings must excessively mimic older existing buildings. Rather, the guidelines suggest that new buildings use some traditional building concepts or elements. New buildings can successfully relate to older buildings while still looking contemporary, not stifling the designer's creativity and responding to changing societal needs and design opportunities.

Sec. 12-5-8. Human scale

The design of new buildings should incorporate architectural features, elements, and details that achieve a desirable human scale through the use of human-proportioned architectural features and site design elements clearly oriented to human activity. Building elements that may be used to achieve human scale are as follows:

(a) Pedestrian-oriented storefront windows and doors directly facing the street or publicly accessible open space such as courtyards, gardens, patios, or other unified landscaped areas.

(b) Window patterns, building articulation and other exterior treatments that help identify individual units in a multifamily building or mixed-use building.

(c) Stepping back upper stories (generally above the third or fourth floor).

(d) Porches or covered entries that offer pedestrian weather protection such as canopies, awnings, arcades, or other similar elements wide enough to protect at least one person.

Sec. 12-5-9. Building facade finish

(a) Metal curtain walls shall be limited to a maximum of 30 percent of any building elevation in the RO and R-NC districts, 40 percent in all other commercial districts, and 75 percent in all industrial districts (excluding historic and special aesthetic

districts which are subject to their own standards). The remaining portion of each facade shall feature an alternative finish treatment. The planning board may approve requests to exceed these maximum standards on a case-by-case basis, with consideration given to developments that incorporate the design guidelines outlined in this section and demonstrate superior site design.

(b) Buildings should avoid large blank walls facing the street, especially near sidewalks. Where blank walls are unavoidable, due to the requirements of a particular land use or structural needs, they shall not exceed a length of 50 feet, or 20 percent of the length of the building facing the street, whichever is less, and should receive design treatment to increase pedestrian comfort and interest.

Sec. 12-5-10. Vending and service elements

(a) All vending machines, or any facilities dispensing merchandise, or a service on private property, should be confined to a space built into the building or buildings or enclosed in a separate structure compatible with the main building. All exterior forms, attached or not to buildings, should be in conformity to and secondary to the building. They should be an asset to the aesthetics of the site and to the neighborhood.

(b) See section 12-9-24 for utilities and service area standards.

(Code 1986, § 12-2-82; Ord. No. 11-94, § 3, 4-14-1994; Ord. No. 45-96, § 6, 9-12-1996; Ord. No. 13-06, § 15, 4-27-2006; Ord. No. 16-10, § 211, 9-9-2010; Ord. No. 25-10, § 1, 10-14-2010; Ord. No. 06-18, § 1, 4-12-2018; Ord. No. 29-21, § 1,12-16-2021; Ord. No. 01-24, § 1, 1-18-2024)

Sec. 12-5-11. to 12-5-19. Reserved

ARTICLE II. HISTORIC PRESERVATION STANDARDS

Sec. 12-5-20. Applicability

This article applies to structures located within the Pensacola Historic District, which include various zoning districts such as HR-1, HR-2, HC-1 and HC-2; the North Hill preservation zoning districts (PR-1, PR-2, PC-1); and the Old East Hill preservation districts (OEHR-2, OEHC-1, OEHC-2 and OEHC-3). Chapter 12-4 established the dimensional standards applicable to lot layout and development intensity, while this chapter addresses proposed alterations to buildings and demolition. The review procedures for the activities permitted under this chapter are outlined in chapter 12-3, article X.

Sec. 12-5-12. Character of districts

The following are descriptions of the character of each historic and preservation district.

(a) *Pensacola Historic District (HR-1, HR-2, HC-1, HC-2 zoning districts).* The Pensacola historic district is characterized by lots with narrow street frontage (based on the original British city plan, c. 1765), and the concentration of Frame Vernacular, Folk Victorian, and Creole homes which date from the early 19th Century and form a consistent architectural edge along the street grid. These buildings and historic sites and their period architecture make the district unique and worthy of continuing preservation efforts. The district is an established business area, residential neighborhood, and tourist attraction containing historic sites and museums, a variety of specialty retail shops, restaurants, small offices, and residences.

(b) *North Hill preservation district. (PR-1, PR-2, PC-1).* The North Hill preservation district is characterized by mostly residential structures built between 1870 and the 1930s. Queen Anne, Neoclassical, Tudor Revival, Craftsman Bungalow, Art Moderne and Mediterranean Revival are among the architectural styles found in North Hill. North Hill is listed on the National Register of Historic Places.

(c) *Old East Hill preservation district (OEHR-2, OEHC-1, OEHC-2, OEHC-3).* The Old East Hill neighborhood was developed over a 50-year period, from 1870 to the 1920s. The architecture of the district is primarily vernacular, but there are also a few properties that display influences of the major architectural styles of the time, such as Craftsman, Mission, and Queen Anne.

Sec. 12-5-13. Alterations to *contributing* structures in the historic and preservation districts

The Secretary of the Interior's standards for rehabilitation, codified at 37 CFR 67, and the related guidelines for rehabilitating historic buildings shall form the basis for rehabilitation of existing contributing buildings. The proper building elements should be used in combinations that are appropriate for use together on the same building. Documented building materials, types, styles, and construction methods shall be duplicated when making repairs, alterations, and/or additions to contributing structures. Any variance from the original materials, styles, or any other features, shall be approved only if circumstances unique to each project are found to warrant such variations.

The "*Preservation District Design Guidelines,"* available on the City's website, describes the building styles that are typical in the historic and preservation districts and contains guidelines for alterations and new development. This document should be consulted to ensure that the proper elements are used in combination in lieu of combining elements that, although they may be typical to the district, are not appropriate for use together on the same building.

(a) *Pensacola Historic District Standards*. The following regulations and guidelines for specific building elements are intended to further refine some of the general recommendations found in the Department of the Interior's document to reflect local conditions in the rehabilitation of structures within the Pensacola Historic District. In the case of a conflict between the Department of the Interior's publication and the regulations set forth herein, the more restrictive shall apply.

(1) *Exterior lighting.* Exterior lighting in this district in its original development typically consisted of post-mounted streetlights and building-mounted lights adjacent to entryways. Occasionally, post lights were used adjacent to the entry sidewalks to buildings. Lamps were typically ornamental in design with glass lenses and were mounted on ornamental cast iron or wooden posts.

a. New exterior lighting fixtures shall be in a design typical of the district in the pre-1925 Era. They shall be constructed of brass, copper, or painted steel and have clear lenses.

b. If exterior lighting is detached from the building, the fixtures shall be post-mounted and used adjacent to sidewalk or driveway entrances or around parking lots. If post-mounted lights are used, they shall not exceed 12 feet in height.

c. The light element itself shall be a true gas lamp or shall be electrically operated using incandescent or high-pressure sodium lamps. Fluorescent and mercury vapor lamps are prohibited.

d. The use of pole mounted high pressure sodium utility/security lights is discouraged. If absolutely necessary, they will be considered, but only in the rear portions of the property.

(2) *Exterior walls.* The two building materials basic to the historic district are clapboard style wood siding and brick masonry, the former being most prevalent. In general, wood siding is associated with residential-type buildings and brick masonry is associated with non-residential buildings. Brick is used in predominantly wooden structures only for foundation piers and for fireplaces and chimneys.

a. Vinyl or metal siding is prohibited.

b. Wood siding and trim shall be finished with paint, utilizing colors approved by the board. If documentary evidence is submitted showing that the original structure was unpainted, the board may not require a paint finish unless the condition of the wood warrants its use.

c. Foundation piers shall be exposed brick, masonry, or sand textured plaster over masonry. If the infill between piers was original, then it must be duplicated. It is encouraged that infill of wood lattice panels is utilized.

(3) *Roofs.* The gable roof is the most typical roof type in the historic district. On shotgun house types, or buildings placed on narrow deep lots, the gable-end is usually oriented toward the street. On the creole type houses, or buildings having larger street frontages, the gable-end is typically oriented towards the side yard. Some hip roofs are found in newer, typically larger than average buildings. Dormers are found typically in association with the creole-type houses. The roof slope is at least six on 12 but can be found to slope as much as 12 on 12. Roofing materials typically consisted of wood shingles, tin, and corrugated metal panels.

a. The combination of varying roof styles or shapes on a single building is prohibited. The only exception to this is when a three-sided hip roof is used over a porch on the front of a gable roofed building.

b. In order to protect the architectural integrity of the district and structure, roof materials original to each structure should be used. Alternatives to the materials may be considered on a case-by-case basis, but shall match the scale, texture, and coloration of the historic roofing material. Unless original to the structure, the following materials shall be prohibited: less than 30-year fiberglass or asphalt dimensional shingles, rolled roofing, and metal shingles. Thirty-year or 40-year dimensional shingles may be permitted. Provided, however, existing flat-roofed commercial structures may retain the same style roof and continue to use built-up or single-ply roofing.

c. Eave metal and flashing shall be naturally weathered copper or galvanized steel or may be painted.

d. Gutters and downspouts are discouraged within the district except on brick commercial buildings.

(4) *Porches.* The porch, consisting of raised floor platform, sheltering roof, supporting columns, handrails and balustrade, and connecting steps, is typical to wood structures in the district.

a. Porches shall be preserved in any renovation or alteration of a contributing structure; reconstructed if the structure originally had a porch; and are encouraged as additions when consistent with the style of the building.

b. The original materials, method of construction, and style of building elements shall be duplicated when making repairs, alterations or additions to existing porches.

c. The size and design of all porch elements, i.e., flooring, columns, handrails, pickets, roof beam, floor support piers, and any other ornamentation, shall be consistent with any one single style that is typical of the district. The elements shall maintain proper historical scale, dimensions, and detailing.

(5) *Doors.* Entrance doors made up of a solid wood frame, with an infill of raised wood panels below and glazed panels above, are historically correct for the district. Single doorways with a glazed transom above allowed for both light and ventilation to enter the entrance way or entrance foyer of the building. Double doors were usually associated with a larger home or building layout.

(6) *Door placement*. The placement of the doorway was not typically centered on the facade; in fact, it was usually off to one side, particularly in the shotgun house types. In contrast, larger creole cottages and French creole houses commonly featured a centrally located front door that opened to a center hallway or stair hall.

a. Doors shall be fabricated of solid wood and feature three horizontal rails and two vertical stiles. The lower panels shall be wood and positioned below the locking mechanism, while glazed panels shall be located above it. The upper glazed panels may be semi-circular or half rounded in shape. The use of beveled glass is encouraged.

b. Panel configurations may vary slightly from the ones described above but shall generally include no more than six panels. Any variations must be reviewed and approved by the architectural review board.

c. All doors and sidelights shall be trimmed with casing, which shall typically range from five to eight inches in width.

(7) *Windows.* Traditionally, the windows employed in the district were constructed of wood and were the double hung or triple hung type. The windows opening toward the front porch of the building usually were triple hung with the sill close to or almost flush with the adjacent floors. This allowed for optimum flow of air, and for passage to and from the exterior space. The other windows of the building had the normal placement of the window sill at approximately 30 inches above the finished floor. Typical windows ranged in width from 32 to 36 inches and ranged in height from six to seven feet exclusive of trim dimensions. The taller windows, when double hung, frequently had the lower section greater in vertical dimension than the upper section, giving freer movement through to the adjacent porch or veranda.

a. Windows are to be fabricated of wood and must, in the judgement of the architectural review board, closely approximate the scale and configuration of the original window designs.

b. The window proportions/dimensions shall be decidedly vertical, following the historic appearance and character of those encountered throughout the district.

c. Window sections shall typically be divided into two to six panes, and in the usual double hung window, the layout of window panes shall be six over six. All windows shall have true divided lites. Any variation to this division of the window opening shall be approved by the architectural review board.

d. The window frame shall be given a paint finish appropriate to the color scheme of the exterior of the building.

e. Window trim or casing shall be a nominal five-inch member at the two sides and the head.

f. Other than the full-height windows at the front porch and smaller windows at kitchens and bathrooms, all remaining windows shall be proportioned with the height between two and 2½ times the width. The sill height for standard windows shall be approximately 30 inches above the finished floor.

g. Glass for use in windows shall typically be clear, but light tinted glass will be given consideration by the architectural review board.

(8) *Shutters.* Shutters are an exterior ornamental and functional architectural feature that have traditionally been used on windows, and occasionally, on doors within the historic district. On renovation projects to existing contributing structures, it is recommended that shutters not be installed unless they were original to the structure.

a. If shutters are to be used on a project, they must be dimensioned to the proper size so that they would completely cover the window both in width and height if they were closed.

b. The shutters must be installed in a manner that will appear identical to an original operable installation. Shutters installed currently are not required to be operational but rather can be fixed in place; however, they must be installed with some space between the back of the shutter and the exterior wall surface material and must overlap the door or window trim in a fashion identical to an original operable installation.

c. The style of the shutters must be louvered, flat vertical boards or paneled boards, with final determination being based on compatibility with the overall building design.

(9) *Chimneys.* Chimneys constructed of brick masonry, exposed or cement plastered, are typical to original construction in the district. The chimney in the historic district is that necessary element usually serving back-to-back fireplaces, and as such, would not be located on the exterior wall of the building. Consequently, the appropriate location for chimneys would be projecting through some portion of the roof of the building, in lieu of being placed on an exterior wall.

a. The chimney or chimneys shall be located within the slope of the roof, rather than being placed on an exterior wall, and shall extend above the roof ridge line.

b. The chimney or chimneys shall be constructed of masonry with the exposed surface to be brick or sand textured plaster. Rough texture stucco is prohibited.

c. The finished exposed surface of chimneys shall be left natural without any paint finish.

d. Flashing shall consist of galvanized steel, copper sheet metal or painted aluminum.

e. The extent of simplicity or ornamentation shall be commensurate with the overall style and size of the building on which the chimney is constructed.

f. The use of prefabricated fireplaces with steel chimneys in contributing structures is prohibited.

(10) *Paint colors.* The architectural review board has adopted palettes of historic colors from several paint manufacturers that represent acceptable colors for use in the Pensacola historic district. Samples of these palettes can be obtained from city staff.

(11) *Trim and miscellaneous ornament.* Most trim, except for window and door casings, served primarily decorative rather than functional purposes. Typically made of wood and painted to match other building elements, trim and ornament were common features. On masonry buildings, ornamentation was usually limited to corbeling or decorative brickwork around windows, doors, columns, parapet walls, and primary facades.

a. In renovation work, only that decorative trim or ornament historically significant to the specific building shall be permitted.

b. The scale and profile/shape of existing ornament used within the district shall dictate approval for all new proposals.

c. Trim and ornament, where used, shall be fabricated of wood.

d. Trim and ornament shall be painted to match, or be coordinated with, door and window casings, porch railings, porch columns, and basic projecting elements of the building.

(12) *Miscellaneous mechanical equipment*.

a. Air conditioning condensing units shall not be mounted on any roof where they are visible from any street.

b. Air conditioning condensing units that are mounted on the ground shall be in rear yards. They may be allowed in the side yard if the lot is wider than 30 feet. No equipment shall be installed in the front yard.

c. Visual screening consisting of ornamental fencing or landscaping shall be installed around all air conditioning condensing units to conceal them from view from any adjacent street or property owner.

d. Exhaust fans or other building penetrations as may be required by other authorities shall be allowed to penetrate the wall or the roof but only in locations where they can be concealed from view from any street. No penetrations shall be allowed on the front of the building. They may be allowed on side walls if they are properly screened. It is desirable that any penetrations occur on rear walls or the rear side of roofs.

(13) *Accessibility ramps and outdoor stairs*.

a. Whenever possible, accessibility ramps and outdoor stairways shall be located to the side or the rear of the property.

b. The design of accessibility ramps and outdoor stairs shall be consistent with the architectural style of the building.

c. Building elements, materials and construction methods shall be consistent with the existing structure.

(b) *Preservation districts*. Alterations within the preservation districts shall be consistent with the Secretary of Interior's Standards. Additionally, the architectural review board has adopted palettes of historic colors from several paint manufacturers that represent acceptable historic colors for use in the North Hill Preservation District. Samples of these palettes can be obtained from city staff.

Sec. 12-5-14. Alterations to *noncontributing* structures within the historic and preservation districts

Many existing structures within the districts do not meet the criteria for contributing structures. While some may resemble historic buildings in style, others are distinctly modern in style with no historical reference. Regardless of style, these buildings shall be recognized as products of their own time. The contributing building regulations and guidelines concerning paint colors should be considered for noncontributing and modern infill structures. During review, the board may recommend the use of specific architectural elements to enhance the appearance of an individual structure, its compatibility with surrounding structures, and its contribution to the overall character of the district.

Sec. 12-5-15. Prevention of demolition

(a) All contributing structures within the historic and preservation districts shall be preserved against decay and deterioration and kept free from certain structural defects by the owner thereof or such other person who may have legal custody and control thereof. The owner or other person having such legal custody and control shall repair such building, object, site, or structure if it is found to have any of the following defects:

(1) Deteriorated or inadequate foundation. Flooring or floor supports that are defective, deteriorated, or do not have insufficient size to carry imposed loads with safety;

(2) Members of walls, partitions or other vertical supports that split, lean, list or buckle due to defective material or deterioration. Members of walls, partitions or other vertical supports that are of insufficient size to carry imposed loads with safety;

(3) Members of ceilings, roofs, ceiling and roof supports or other horizontal members that sag, split, or buckle due to defective materials or deterioration. Members of ceilings, roofs, ceiling and roof supports or other horizontal members that are of insufficient size to carry imposed loads with safety;

(4) Fireplaces or chimneys that list, bulge or settle due to defective materials or deterioration. Fireplaces or chimneys that are of insufficient size or strength to carry imposed loads with safety;

(5) Deteriorated or ineffective waterproofing of exterior walls, roofs, foundations or floors, including broken windows or doors. Defective protection or lack of weather protection for exterior wall coverings, including lack of paint, or weathering due to lack of paint or other protective covering. Any fault or defect in the building that renders same structurally unsafe or not properly watertight.

(b) The owner or other person having legal custody and control of a historic landmark or a building, object, site, or structure located in a historic district shall keep all property, including vacant property, clear of all weeds, fallen trees or limbs, debris, abandoned vehicles, and all other refuse.

(c) The board, on its own initiative, may file a petition with the building official requesting to require correction of defects or repairs to any structure covered by this section so that such structure shall be preserved and protected in accordance with the purposes of this section and the public safety and housing ordinance. See chapter 12-3, article X, for the demolition application process.

Sec. 12-5-16. New construction in the historic and preservation districts

The historic district standards do not intend to mandate the construction of new buildings of historical design. New construction shall complement original historic buildings or shall be built in a manner that is complementary to the overall character of the district in scale, building materials, and colors.

Sec. 12-5-17. .to 12-5-29. Reserved

ARTICLE III. COMMUNITY REDEVELOPMENT AREA (CRA) URBAN DESIGN OVERLAY DISTRICT

Sec. 12-5-30. Boundaries of the district

The regulations in this section shall be applicable to the community redevelopment area (CRA) urban design overlay district (CRAUDOD). The boundaries of the CRA urban design overlay district shall be as depicted on the official zoning map.

Sec. 12-5-18. Intent

The requirements set forth in this section are intended to:

(a) Preserve and maintain the urban pattern and architectural character of Pensacola's community redevelopment areas, while encouraging new construction that is compatible with that heritage, but also reflective of its time.

(b) Improve the physical appearance of the community redevelopment areas with urban design standards that provide more predictable results in terms of the form and character of buildings.

(c) Support the removal of blight from the community redevelopment areas by encouraging quality redevelopment.

(d) Support the future growth of the city, ensure compatible and cohesive development, remain resilient long-term, and support the goals, objectives and policies of the city's comprehensive plan and community redevelopment area master plans.

(e) Coordinate the placement, orientation, and design of buildings to ensure a coherent and walkable streetscape and traditional urban character by creating well-defined street edges with continuous building walls, articulated facades, and architectural features that create visual interest and an attractive pedestrian environment.

(f) Capitalize on opportunities to attract and grow a variety of residential uses, retail, service, and cultural establishments to serve local needs, create regional attractions and a robust economic base.

(g) Enable and encourage mixed-use development within the community redevelopment areas in support of viable and diverse locally oriented business and cultural institutions.

(h) Achieve context-based development and complete streets.

Sec. 12-5-19. Applicability

(a) The standards in this article shall apply to all new construction within the CRAUDOD district. For purposes of this section, "new construction" includes construction on a parcel that is vacant or becomes vacant following demolition of an existing structure on the parcel; it also includes construction of a freestanding accessory building and ancillary improvements on a parcel but does not include additions to existing structure and fences.

(b) This section shall apply as an overlay to the underlying land development regulations. The regulations contained within this title shall apply unless pre-empted by this article. Where a conflict exists between this article and the underlying land development regulations contained within this title, this article shall prevail.

(c) Deviations from these standards shall only be permitted by variance in accordance with chapter 12-3, article XI (variances).

(d) Guidelines, activated by "should," are encouraged and recommended but not mandatory, as defined within section 12-2-2 (general interpretative terms). Developments within this overlay district are encouraged to incorporate them as appropriate in order to enhance and complement the built and natural environments. The intent is to create the highest level of design quality while providing the needed flexibility for creative site design.

(e) The provisions of this section are not intended to supersede, conflict with or replace any requirement in federal or state law pertaining to design, construction or accommodation requirements pertaining to persons with disabilities, and it is hereby declared to be the intent of the city that such requirements in federal or state law shall prevail over any provisions of this section to the extent of any conflict.

Sec. 12-5-20. Bulk and dimensional standards

Dimensional standards within the CRAUDO district shall be as shown in table 12-5.1. Where the standards differ from the dense business area (DBA), as defined in chapter 12-2, the standards in the DBA shall prevail.

TABLE 12-5. 1. CRAUDOD DIMENSIONAL STANDARDS

	SF detached, duplex, triplex, & quadruplex		Townhouse	Multifamily, mixed-use, & commercial		
	RL-3 through RM-2	RM-3 through C-3	RM-1 through C-3	RH-1 – C-1	C-2A, C-2, C-3	C-3 along C3C FDOT context zone
LOT OCCUPATION (feet)	(6)	(6)	(6)	(6)	(6)	(6)
Lot Width[(1)]	30 ft. min	30 ft. min.	16 ft. min.	16 ft. min.	16 ft. min.	16 ft. min.
Lot Coverage	50% max.	50% max.	75% max.	75% max.	100% max.	100% max.
BUILDING HEIGHT (feet) (max.) [(2)]						
Principal Building	35 ft.	35 ft.	45 ft.	4 stories	10 stories	10 stories
Accessory Building	24 ft.	24 ft.	24 ft.	N/A	N/A	N/A
YARD REQUIREMENTS (feet)– Principal Building						
Front [(3, 4)]	20 min.	8 min./20 max.	8 ft. max.	5 max./15 max. [(8)]	5 max./15 max. [(8)]	60 max.
Side corner	5 min. [(5)]	5 min. [(5)]	5 min.	5 max./15 max.	5 max./15 max.	40 max.
Side	5 min. [(5)]	5 min. [(5)]	0 or 5 min. [(7)]	0 or 5 min. [(7)]	0 or 5 min. [(7)]	0 or 5 min.[(7)]
Rear	30 min./20 min. (30' lots)	25 min./20 min. (30' lots)	25 min.	N/A	N/A	N/A
YARD REQUIREMENTS (feet) - Accessory Building [(9)]						
Front	50 min.	50 min.	50 min.	N/A	N/A	N/A
Side corner	5 min. [(5)]	5 min.	5 min.	N/A	N/A	N/A
Side	3 min. [(5)]	3 min. [(5)]	3 min. [(5)]	N/A	N/A	N/A
Rear	3 min.	3 min.	3 min.	N/A	N/A	N/A
BUILDING FRONTAGE (min)						
Primary	45%/40% (lots < 42')	45%/40% (lots < 42')	80%	80%	80%	60%
FRONTAGE YARD TYPES						
Standard	Permitted	Permitted	Permitted	Not Permitted	Not Permitted	Not Permitted
Shallow	Not Permitted	Permitted	Permitted	Permitted	Permitted	Permitted
Urban	Not Permitted	Not Permitted	Not Permitted	Permitted	Permitted	Permitted
Pedestrian Forecourt	Not Permitted	Not Permitted	Not Permitted	Permitted	Permitted	Permitted
Vehicular Forecourt	Not Permitted	Not Permitted	Not Permitted	Permitted	Permitted	Permitted
Cluster Courts	Permitted	Permitted	Permitted	Permitted	Permitted	Not Permitted
FACADE TYPES						
Porch	Permitted	Permitted	Permitted	Not Permitted	Not Permitted	Not Permitted
Stoop	Permitted	Permitted	Permitted	Permitted	Not Permitted	Not Permitted
Common Entry	Not Permitted	Not Permitted	Not Permitted	Permitted	Permitted	Permitted
Gallery	Not Permitted	Not Permitted	Not Permitted	Permitted	Permitted	Permitted
Storefront	Not Permitted	Not Permitted	Not Permitted	Permitted	Permitted	Permitted

[(1)] Lot width shall be measured at the right-of-way line, not the setback line.

[(2)] Measured according to section 12-4-5.

[(3)] The front setback in RL-3, RM-1, and RM-2 shall not be less than the average setback of all frontage yards (front and exterior side yards) located on either side of the block face, up to the minimum allowed front setback. In cases where no other dwellings exist within the block, the front setback shall be no less than the front setback shown in the table above.

[(4)] Projections into setbacks shall be permitted as noted in section 12-4-5.

	SF detached, duplex, triplex, & quadruplex		Townhouse	Multifamily, mixed-use, & commercial		
	RL-3 through RM-2	RM-3 through C-3	RM-1 through C-3	RH-1 – C-1	C-2A, C-2, C-3	C-3 along C3C FDOT context zone

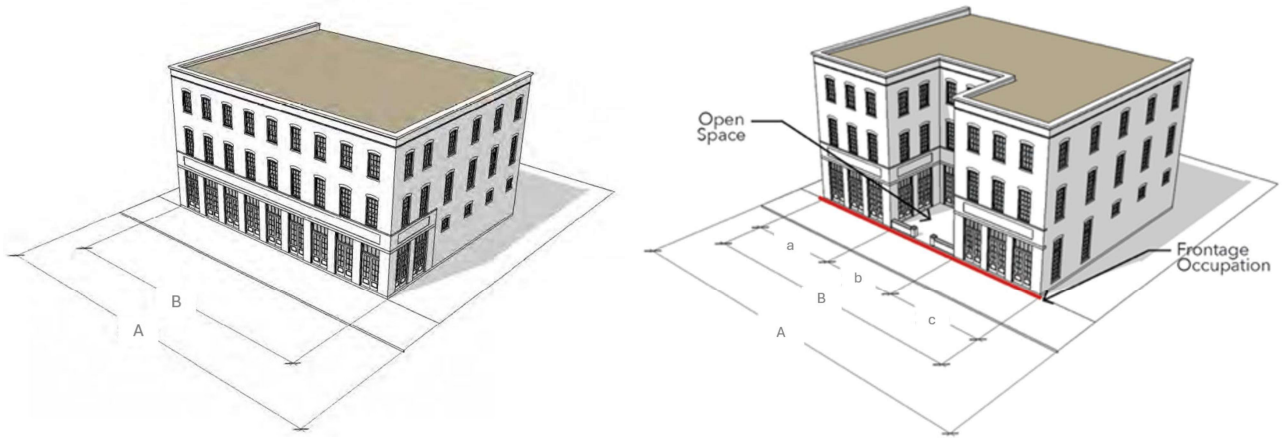
[5] Minimum setback for 30-foot-wide lots shall be three feet or the minimum setback required per applicable Florida Building Code.
[6] Minimum lot area shall not apply.
[7] Zero-foot minimum (attached/zero-lot-line buildings)/five-foot minimum (detached buildings).
[8] Lots within the dense business area shall be permitted the lesser front setback.
[9] See section 12-6-2 for accessory dwelling units.

Sec. 12-5-21. Building placement and orientation

(a) *Building orientation*.

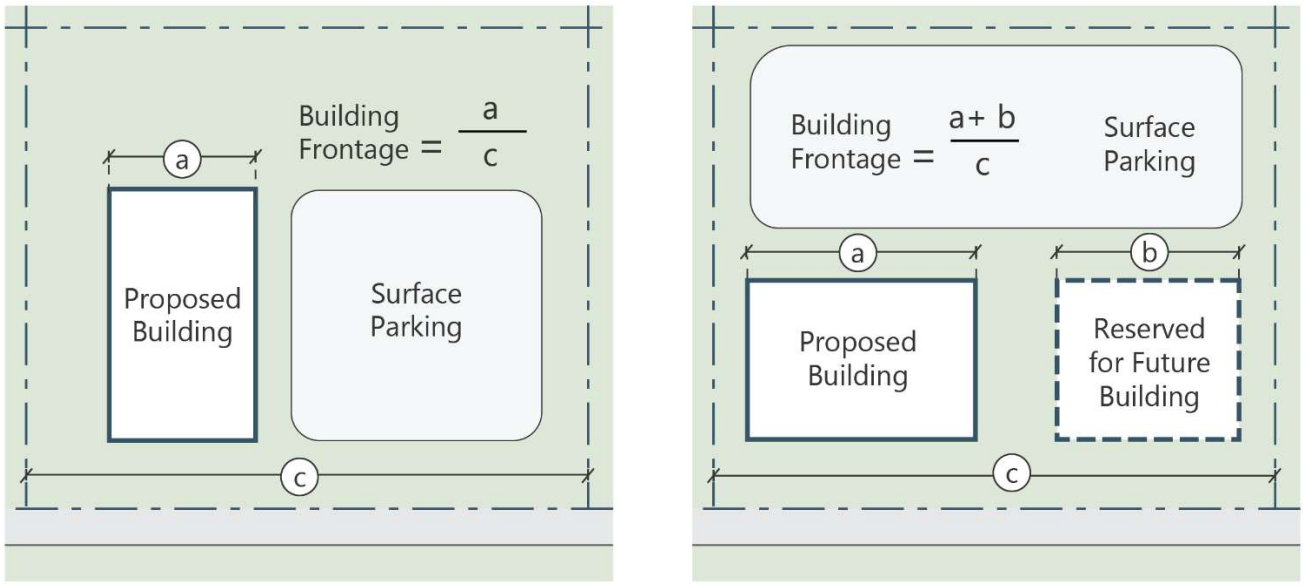
(1) Buildings shall be oriented so that the principal facade is parallel to the primary frontage it faces for the minimum building frontage occupation required in table 12-5.1. Building frontage occupation is measured as a proportion of building width to lot width. See figure 12-5.3 for an illustration depicting how the widths are measured. "A" represents the lot width and "B" shows the required building frontage occupation.

FIGURE 12-5. 3. MINIMUM BUILDING FRONTAGE OCCUPATION



(2) In the event the proposed building is too small to meet the minimum building frontage requirement, the applicant shall have the option to set aside room on the site for future buildings that will, when added to the small building, meet the frontage provisions, as shown on figure 12-5.4. No platting will be required, but the development plan shall label the area available for future development and may not include any improvements other than landscaping and a street wall along the site frontage.

FIGURE 12-5. 4. BUILDING FRONTAGE ALTERNATIVE



Building not wide enough to meet standard

Permitted Alternative

(3) Buildings should have their principal pedestrian entrance along a street, pedestrian way, or open space, with the exception of entrances off a courtyard, visible from public rights-of-way.

(4) Forecourts, courtyards, and other such defined open spaces shall count towards minimum primary frontage requirements.

(5) Ground floor units in multifamily residential buildings shall provide landscaping, walls, and/or fences that provide some privacy for the building.

(6) Auto-oriented uses, if allowed in the district, shall be designed to comply with the frontage occupation requirements (see also section 12-5-37).

(7) Developments with multiple primary frontages may not meet the building frontage requirements along all sides. In those instances, the applicant may request a modification of standards. If approved, any primary frontage that does not have buildings within the minimum and maximum required setbacks shall provide a garden wall along the site frontage (excluding access points).

(8) In the case where the required primary frontage occupation cannot be met due to the need to provide vehicular access from the street, a porte-cochere, gateway, arch, or similar feature shall be provided to preserve the block continuity. The added feature may be counted toward meeting the building frontage requirement.

(b) *Frontage types*. New buildings in established neighborhoods should harmonize with or complement the architectural character and siting pattern of neighboring buildings. Maintaining a consistent street wall is a fundamental component for a vibrant pedestrian life and a well-defined public realm. Buildings closely aligned to the street edge with consistent setbacks, provide a clear sense of enclosure of streets, enabling them to function as pedestrian-scaled outdoor rooms. The placement of buildings along the edge of the sidewalk should be given particular attention, as it is that portion of the buildings that is the primary contributor to pedestrian activity.

(1) A frontage yard type shall be selected and specified along primary frontages in accordance with the frontage yard types in table 12-5.2 and subject to the standards and guidelines in this section, including the form standards in table 12-5.1.

(2) Frontage yards shall be wholly open to the sky and unobstructed, except for trees, roof projections, and permitted encroachments attached to principal buildings.

(3) Impervious surfaces and walkways in frontage yards shall be subject to the following requirements:

a. Where single-family attached units occupy a common site, each attached single-family unit with an entrance towards a frontage shall have a walkway connecting the sidewalk to the attached single-family entrance. See table 12-5.2 (Frontage Yard Types - Shallow Yard) for an illustration depicting single-family attached walkway connections.

b. At cluster courts, the shared court shall have a walkway connecting the sidewalk at the primary frontage with building entries. See table 12-5.2 (Frontage Yard Types - Cluster Court) for an illustration depicting cluster court walkway connections.

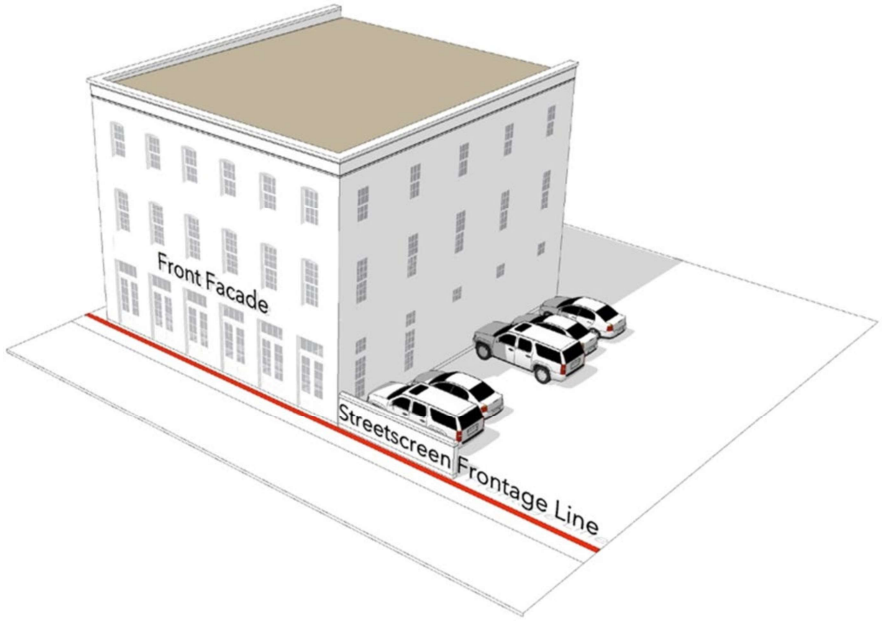
(4) For multifamily, mixed-use, and nonresidential types, any portion of a street frontage not occupied by buildings, driveways, or walkways shall be lined with a garden wall.

a. Garden walls shall meet the frontage yard standards specified in table 12-5.2.

b. Garden walls, up to 24 feet long, shall count towards minimum frontage requirements.

c. Garden walls shall be coplanar with the primary building facade, as depicted in figure 12-5.5 below.

FIGURE 12-5. 5. GARDEN WALL ILLUSTRATED



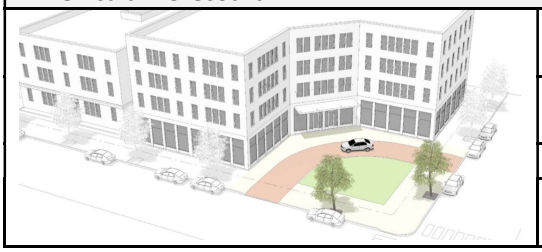
(5) Street trees and landscaping in frontage yards shall comply with the requirements of chapter 12-8.

(6) See section 12-9-35 for stormwater facility design requirements.

(7) Frontage yard types shall be as follows:

TABLE 12-5. 2. FRONTAGE YARD TYPES

A. Standard Yard (Fenced or not)	
	Surface: Fifty percent minimum shall be pervious material. A minimum of one street tree is required per section 12-8-18. Paving is limited to walkways, and driveways.
	Walkways: One per frontage connecting the sidewalk at the primary frontage with building entries and independent from any driveways on the site.
	Fencing: Permitted along frontage lines, and according to section 12-6-5.
B. Cluster Court	
	Surface: A minimum of 50 percent of the court shall be landscaped with ground cover, trees, or understory trees. Paving is limited to walkways, and driveways.
	Walkways: Courts shall be a minimum 20 feet wide and a minimum 1,000 square feet in size and shall have a walkway connecting the sidewalk at the primary frontage with building entries.
	Fencing: Permitted except along street frontages, fronted by a shared court, according to section 12-6-5 .
C. Shallow Yard	
	Surface: Maximum building setback of eight feet. Fifty percent minimum shall be landscaped in RM-2 and RM-3 and up to 100 percent may be paved in R-NC and R-NCB.
	Walkways: One per frontage connecting the sidewalk at the primary frontage with building entries.
	Fencing: Permitted interior to the building setback line at primary street frontages. Permitted at or interior to secondary street frontage lines according to section 12-6-5.

D. Urban Yard	
	Surface: Shall be paved at sidewalk grade.
	Walkways: Shall be paved at sidewalk grade. Vegetation is permitted in raised containers.
	Fencing: Not permitted
E. Pedestrian Forecourt	
	Surface: Minimum 80 percent paving.
	Fencing: Permitted at or interior to building setback lines and according to section 12-6-5 .
	Area: A minimum 20 feet wide up to 30 percent of the allowable frontage, and a maximum depth of 50 feet.
	Activation: Shall be lined with habitable space on three sides, or on two sides at corner sites.
F. Vehicular Forecourt	
	**Surface:** The driveway shall be paved at sidewalk grade. The remainder of front setback may be paved or landscaped.
	Fencing: A low wall, maximum 24 inches high, of either brick or stone is permitted.
	Area: Forecourt: 4,200 square feet maximum.
	Activation: Shall be lined with habitable space on three sides, or on two sides at corner sites.

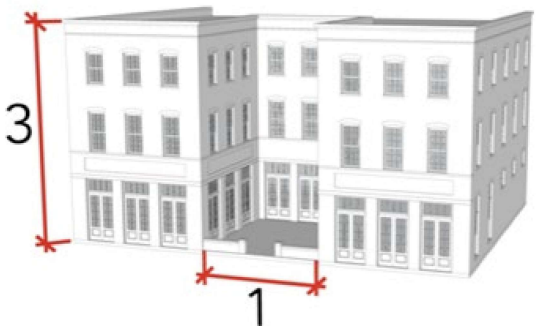
Sec. 12-5-22. Building design

(a) *Building massing*

(1) Buildings should be designed in proportions that reflect human scale pedestrian movement, and to encourage interest at the street level.

(2) Where provided, multifamily building courtyards shall maintain a minimum width to height ratio of 1 to 3 in at least one dimension in order to avoid light well conditions. Courtyards should be wider than the minimum where possible. See figure 12-5.6 for depiction of courtyard ratio measurements.

FIGURE 12-5. 6. COURTYARD HEIGHT TO WIDTH RATIO MEASUREMENTS



(3) The design and facade treatment of mixed-use buildings shall differentiate commercial from residential uses with distinguishing expression lines (such as cornices, projections, banding, awnings, terraces, etc.), changes in fenestration, facade articulation and/or material changes. See figure 12-5.7 for depiction of mixed-use building differentiation of uses.

FIGURE 12-5. 7. MIXED USE BUILDING DIFFERENTIATION OF USES

(4) Triplex and quadruplex dwellings in the RM-1, RM-2 and RM-3 zoning districts, within and outside the CRAUDOD boundaries, shall meet the requirements of this article including the following:

a. Each building shall reflect the character, proportions, and scale of surrounding single-family homes.

b. Building façades shall be articulated and detailed to read as a single-family residence rather than as multiple individual dwelling units. Mirrored, duplicated, or symmetrical façade treatments that visually separate units are not permitted.

c. No more than two porches and two entrance doors shall be present on the front façade of the building. Additional entrances to the individual units may be provided internally or from the side or rear facades.

d. No formal parking lots shall be allowed. On-site parking shall be designed as provided in section 12-7-28(c).

(b) *Service areas and mechanical equipment*

(1) The placement and screening of mechanical equipment shall meet the provisions of section 12-6-7.

(2) The placement and screening of service areas shall meet the provisions of section 12-9-24.

(3) Screening of outdoor storage shall meet the provisions of section 12-6-11.

(c) *Parking garages*

(1) Parking garages shall not exceed the height of the principal building on the site.

(2) Parking garages shall not be subject to floor height requirements.

(3) Stand-alone parking garages shall only conform to the number of stories permitted for principal buildings.

(4) Roof top parking shall be visually screened with articulated parapet walls or other architectural treatment.

(d) *Roof pitch*

(1) Gable or hip roofs, as defined in chapter 12-2, shall have a minimum pitch of 5:12 and a maximum pitch of 12:12.

(2) Shed type roofs, as defined in chapter 12-2, shall have a minimum pitch of 4:12.

(e) *Exterior building materials*

(1) Exposed concrete block shall be prohibited as an exterior wall material for all single-family residential types.

(2) Metal curtain walls shall be limited to a maximum of 30 percent of any building elevation in the RO and R-NC districts, 40 percent in all other commercial and industrial districts. Requests to exceed these maximum standards may be reviewed on a case-by-case basis through the CRA Design Modifications process as referenced in section 12-3-133 CRAUDOD Design Modifications.

(f) *Building elements*

(1) Buildings should be articulated to reflect human-scale pedestrian movement to encourage interest at the street level. Therefore, façades facing a street or public space should not exceed 20 horizontal feet and ten vertical feet without including at least one of the elements listed below:

a. Storefront, awning, marquee, gallery/arcade, forecourt, stoop, or porch.

b. Overhangs no less than three feet deep.

c. Raised cornice/parapet.

d. Expression line between floors.

e. An offset, column, reveal, void, projecting rib, band, cornice, or similar element with a minimum depth of six inches.

f. Balcony.

g. Window

h. Door.

i. Any other treatment that meets the intent of this section (landscaping does not count as an element).

(2) Single-family units shall be distinguished from abutting units with at least three changes to the principal components of building height, frontage width, window and door placement and size, building entry and façade type orientation, dormer placement, roof style, and roof pitch. Changes to components such as color, materials, fenestration, and building elements such as railings are secondary changes and shall only be utilized in addition to the three principal components. These differentiating components encourage pedestrian interest at the street level and create architectural identity within the built environment.

(g) *Facade types.* Every building must have a façade type from those listed in table 12-5.1 The following provisions apply to façade types.

(1) *Porch*. If used, porches shall meet the following standards.

a. A porch shall be located at the primary building entrance.

b. The entry grade shall be at least 18 inches above finished grade. This requirement shall not override zero entry (zero-step entry) mandates or ADA requirements. In such cases, gently sloped walkways to the top of the porch should be considered.

c. Porches shall be a minimum of six feet in depth, measured from the exterior wall of the structures to the inside surface of the porch columns or railing, whichever is closer.

d. Porches and related structures may project into front setbacks a maximum of ten feet.

e. Porch openings shall be vertical in proportion.

f. Porch columns shall have a minimum diameter of six inches and should have a capital and a base.

g. Porch screening is allowed as long as transparent metal mesh is utilized and all architectural expression (columns, railings, etc.) occur on the outside of the screen facing a street or public space.

(2) *Stoop*

a. The entry grade shall be at least 34 inches above finished grade.

b. A stoop is located at building entrances, projecting from the facade.

c. Wood is prohibited for stoop railings.

d. Stoops and related structures may project into front setbacks up to 100 percent.

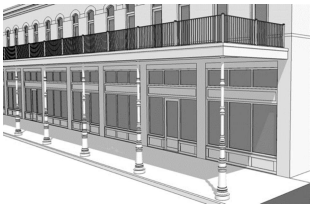
(3) *Common Entry*

a. The entry grade shall be at least 18 inches and a maximum 24 inches above finished grade.

b. A single collective entry to a multifamily lobby is required at the primary building entrance.

c. Canopies and awnings are permitted to project into front setbacks up to 100 percent of their depth.

(4) *Gallery.* Galleries shall be restricted as follows:



a. The entry grade shall be at sidewalk grade

b. Where a gallery occurs, it is required along a minimum of 80 percent of the frontage.

c. Awnings are not permitted in conjunction with galleries.

d. Galleries shall not change height or width along a building facade.

e. Galleries shall be a minimum of eight feet in depth and a minimum of 12 feet in height, maintaining a 1.2:1 to a 2:1 height to width ratio, as depicted in figure 12-5.8.

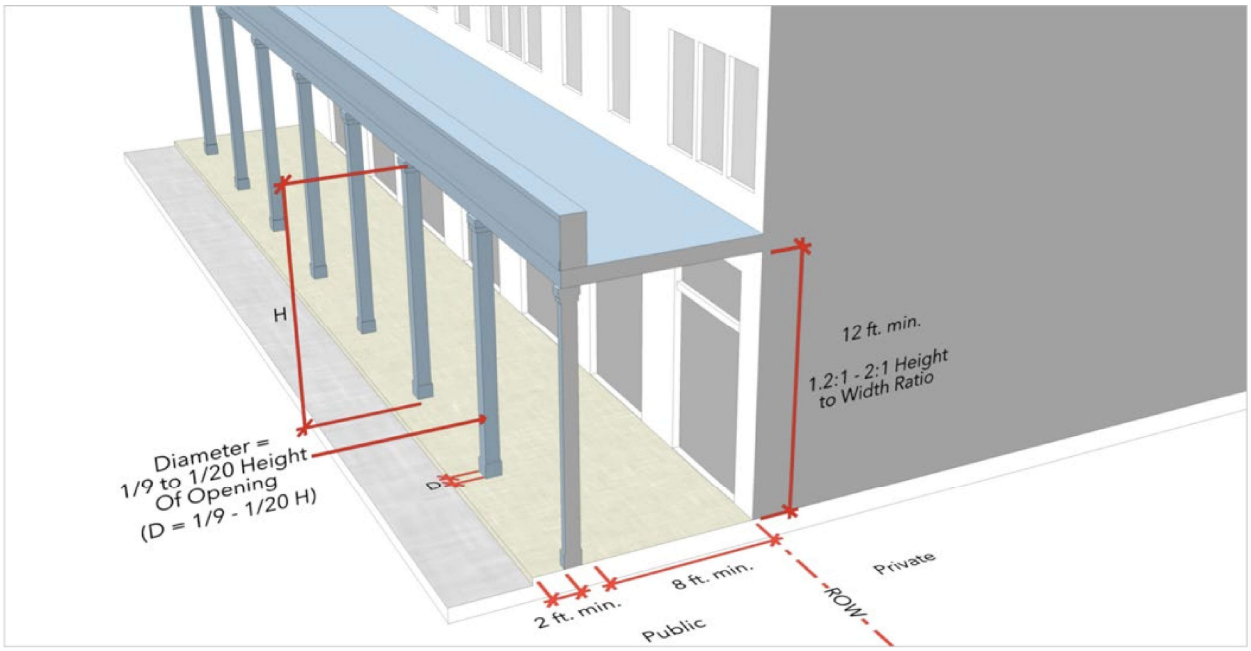
f. Gallery columns should have a diameter between one-ninth and 1/20 their height, measured from the base to the bottom of the entablature, as depicted in figure 12-5.8, and should have a capital and a base.

g. Galleries may encroach into building setbacks.

h. Galleries may be built over public sidewalks.

i. Galleries that encroach over sidewalks shall not extend beyond a maximum of two feet from the curb, as depicted in figure 12-5.8, and shall require a license to use (see chapter 12-3, article XIII).

FIGURE 12-5. 8. GALLERY ENCROACHMENTS



(5) *Storefront.* Storefronts should be architecturally articulated through the varied use of high-quality durable materials, display windows, entrances, awnings and buildings signs. Their signage, glazing, and doors should be conceived as a unified design. High quality, durable materials are especially important at street level within reach of pedestrians.

a. The entry grade shall be at sidewalk grade

b. A storefront is required at the primary entrance of the tenant space.

c. Storefronts shall provide a minimum of 70 percent glazing (void to solid ratio of surface area along principal facades at the ground level).

d. Extruded aluminum storefront frames are discouraged, and where used, shall present a simple, relatively flat profile to avoid heavily extruded profiles.

e. Opaque, smoked, and reflective glass on storefront windows shall be prohibited. Low-E, however, shall be permitted.

f. Materials for storefronts shall consist of stone, brick, concrete, stucco, metal, glass, cementitious siding and/or wood. Construction detail and finish shall adhere to craftsman standards.

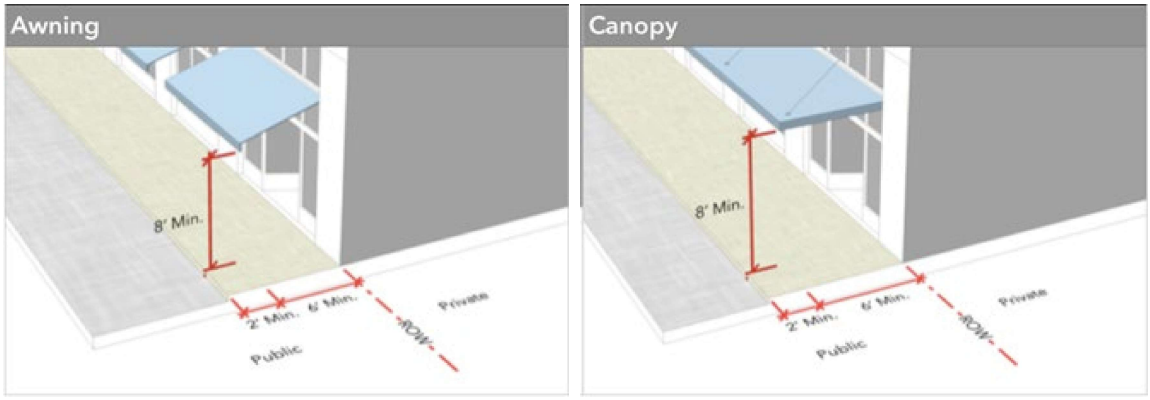
g. Outdoor dining areas on sidewalks and/or within the public right-of-way shall be permitted subject to the following standards:

1. A minimum unobstructed pedestrian path of at least six feet wide shall be provided along public rights-of-way.
2. Outdoor dining areas within the public right-of-way require a license to use per chapter 12-3, article XIII.

h. Awnings and canopies on storefronts do not require a license to use but shall be restricted as follows:

1. Awning and canopies may project into the public right-of-way, up to a maximum of two feet from the curb.
2. Awnings and canopies shall be a minimum of six feet in depth and have a minimum of eight feet of vertical clearance. See figure 12-5.9 for a depiction of awning and canopy encroachment measurements.

FIGURE 12-5. 9. AWNING AND CANOPY ENCROACHMENT MEASUREMENTS



(6) *Civic building frontages*: Civic buildings shall not be required to utilize one of the frontage types specified above. Instead, civic buildings shall incorporate entrance features that are customary to civic and institutional architecture and that reinforce the building's relationship to the public realm. Permitted entrance features include, but are not limited to, porches, portals, porticos, arcades, loggias, colonnades, entrance courts, or other architecturally integrated entrance elements that provide a clearly defined primary entrance oriented to a street or civic space. Such entrance features may be scaled to the size and architectural character of the building and are not required to conform to the dimensional or design standards applicable to residential or commercial frontage types. Figures 12-5.9 and 12-5.10 depict examples of such features. The porches may be open or enclosed and are typically much larger than the residential porches.

FIGURE 12-5. 10. CIVIC BUILDING PORTICO AND PORCH EXAMPLES

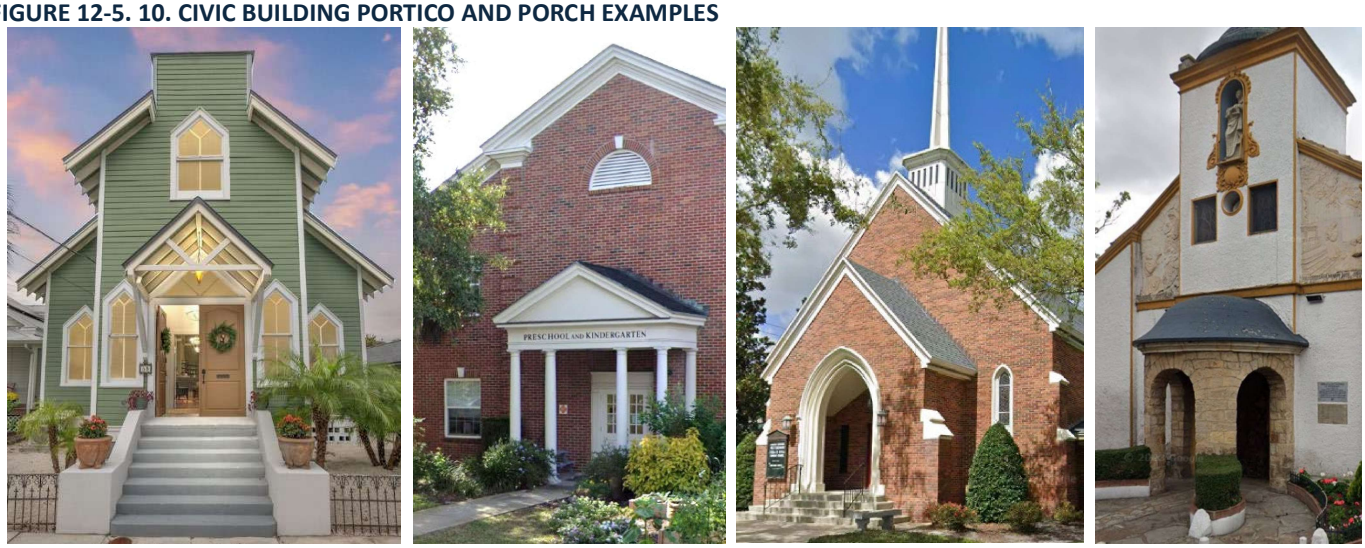


FIGURE 12-5. 11. PORTAL AND COLONNADE EXAMPLES

(h) *Building entries.* Building entries shall be as follows:

(1) Building entrances shall be clearly visible from the street.

(2) One building entry shall be provided every 80 feet of facade leading to a habitable space.

(3) Building entries for mixed-use buildings shall differentiate entrances for residential and commercial uses.

(4) Entries for multifamily buildings shall provide protection from the elements with canopies, marquees, recesses or roof overhangs.

(5) Single-family and multifamily residential buildings shall be raised above finished grade, at the front of the building, according to the facade type used. In no instance shall single-family and multifamily residential building entries be raised less than 18 inches above finished grade. Entry grade shall be measured from the finished grade to the first finished floor.

(6) Mixed-use and commercial building entries shall be at sidewalk grade.

(i) *Windows and glazing*. Windows and glazing shall meet the following requirements:

(1) Windows on frontages shall be square or vertical in proportion, with the exception of transoms and special windows.

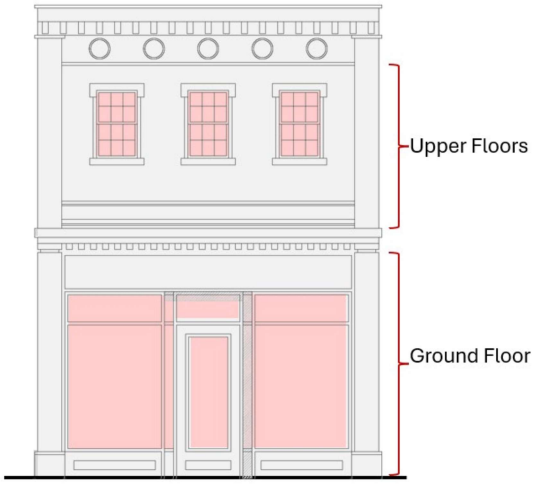
(2) Windows should have muntins for residential buildings, which should be vertical in proportion.

(3) Single panes of glass shall not exceed 20 square feet for residential buildings.

(4) Glazing requirements shall be according to table 12-5.3. The percentages refer to the proportion of glazing to the size of each façade (measured from floor to ceiling) as shown in figure 12-5.12. See section 12-5-36 for civic uses.

(5) Reflective and tinted windows shall be prohibited for residential buildings. Therefore, windows and doors should utilize clear glass with no less than 90 percent visible light transmission (VLT, percentage of light that passes through the window) for commercial establishments, and 50 percent for office and residential uses.

FIGURE 12-5. 12. GLAZING



(6) Stained, reflective and tinted windows shall be prohibited at ground floor commercial uses. Low-E, however, is permitted. The urban design specialist may approve tinted and/or stained-glass windows in special circumstances.

TABLE 12-5. 3. GLAZING REQUIREMENTS

	Primary Facade	Secondary Facades
RESIDENTIAL		
Ground Floor	20% min.	15% min.
Upper Floor	20% min.	15% min.
MULTI-FAMILY		
Ground Floor	35% min.	35% min.
Upper Floor	20% min.	20% min.
COMMERCIAL & MIXED USE – MULTI-UNIT		
Ground Floor	70% min.	70% min. (2nd facade) 35% min. (remaining facades)
Upper Floor	20% min.	20% min. (2nd façade) 10% min. (remaining facades)
COMMERCIAL & MIXED USE – SINGLE-UNIT		
Ground Floor	50% min.	50% min. (2nd facade) 25% min. (remaining facades)
Upper Floor	20% min.	20% min. (2nd facade) 10% min. (remaining facades)
LIGHT INDUSTRIAL, STORAGE AND SIMILAR		
Ground Floor	35% min.	35% min. (2nd facade) 15% min. (remaining facades)
Upper Floor	20% min.	20% min. (2nd facade) 10% min. (remaining facades)

(j) *Lighting on private property*. Lighting shall be arranged to be contained on-site and to reflect away from adjacent property.

Sec. 12-5-23. Supplemental standards – civic uses

Civic buildings may include, but are not limited to, municipal buildings, religious facilities, libraries, schools, recreation facilities, and places of assembly. These buildings, when designed as stand-alone structures, should represent landmarks of the community. Therefore, they must meet the standards of this article except for the following provisions:

(a) The design and construction of civic buildings should be of the highest quality to reflect the importance of these buildings within the community.

(b) The scale of civic buildings should typically be larger than surrounding buildings to be more prominent and visible across greater distances.

(c) Prominent roof forms and elements such as cupolas can visually extend the height of the building (not the number of stories). These features should not exceed 20 feet above the permitted height limit.

(d) No maximum setbacks shall be applied provided the front yard is not used for parking, driveways, or other vehicle use areas and instead is used for public gatherings.

(e) Floor-to-ceiling height and architectural details shall be proportionately larger than those of private buildings.

(f) Civic buildings shall not be required to provide a frontage from those listed in Section 12-5-35(g), but shall instead include a portal, church porch, or similar entrance feature.

(g) Building design requirements may be waived provided the individual facades do not feature large expanses of blank walls and instead incorporate elements consistent with the style.

(h) Stained glass is acceptable for window treatment and a minimum glazing of 30% shall be met per façade visible from the public right-of-way.

Sec. 12-5-24. Supplemental standards – auto-oriented uses

Auto-oriented uses, such as service stations, mechanical garages, drive-throughs, and personal storage, may be permitted as specified in table 12-4.3. When allowed, these uses must be designed to align with the intent of the CRAUDOD and support the development of a pedestrian-friendly urban environment. Although auto-oriented design is generally prohibited within this overlay district, such uses may be considered if the following standards are met:

(a) *Service stations*.

(1) A shopfront (convenience store) should be located in the front of the site (see figures 12-5.13 and 12-5.14) meeting the required district setbacks. All pumps, parking, and service bays should be located to the side (interior only) or behind the main building.

FIGURE 12-5. 13. GAS STATION WITH SHOPFRONT THAT DEFINES THE FRONTAGE OF THE LOT

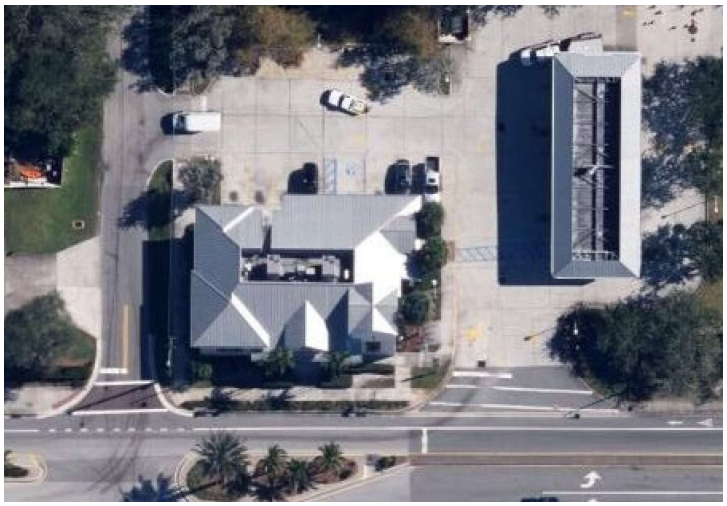


FIGURE 12-5. 14. SERVICE STATION EXAMPLES

Service stations with shopfronts up to the street and pumps to the side and rear.

(2) A garden wall meeting the standards of section 12-6-5 shall be provided along the street to screen vehicle use areas. Landscaping (up to three feet in height, but not higher than the garden wall) shall be provided in front of the wall to soften the treatment.

(3) Accessory car wash structures should not exceed 20 feet in height, unless they have a hip or gable roof.

(4) Car wash openings, service and storage areas, and refuse enclosures should be oriented away from public view.

(5) Service station canopy clearance should not exceed 18 feet.

(6) Lighted bands or tubes or applied bands of color (other than permitted as signage) are discouraged.

(7) Site lighting should minimize direct and reflected glare and excess brightness. Therefore, cut-off fixtures are encouraged.

(b) *Drive-through facilities*.

(1) Drive-through lanes and windows should be located along the side or rear of buildings, away from street frontages (see figures 12-5.15 and 12-5.16).

(2) If the use is located within a building that has a parking garage, the drive through windows/bays should be located within the garage (see figure 12-5-17).

FIGURE 12-5. 15. DRIVE-THROUGH RESTAURANTS WITH BUILDINGS THAT DEFINES THE FRONTAGE OF THE LOT

FIGURE 12-5. 16. EXTERIOR VIEWS

Left: Outdoor dining along the street; Right: Garden wall screening vehicle use areas.

FIGURE 12-5. 17. INTERIOR DRIVE-THROUGH FACILITIES

(3) Drive-through sites should not be directly accessed from a primary street (where the main façade/building front is located).

(4) Drive-through facilities (remote ATM stations) on a separate site than the principal use should not be allowed.

(c) *Automobile sale, lease or service.* All principal and accessory structures used for automobile sale, lease, or service shall meet the setback and frontage requirements of this chapter, and must be located and constructed in accordance with the following requirements:

(1) Vehicle repair facilities are not permitted as accessory to any permitted use, unless vehicle repair is allowed as a permitted use in the district.

(2) Bay openings should be located to the side or rear of the building (see figure 12-5.18) and oriented away from adjacent single family residential districts.

(3) There should be no storage or display of vehicles outdoors. Any display of automobiles must be in the interior of the building (see figure 12-5.19).

FIGURE 12-5. 18. AUTO SERVICE FACILITY

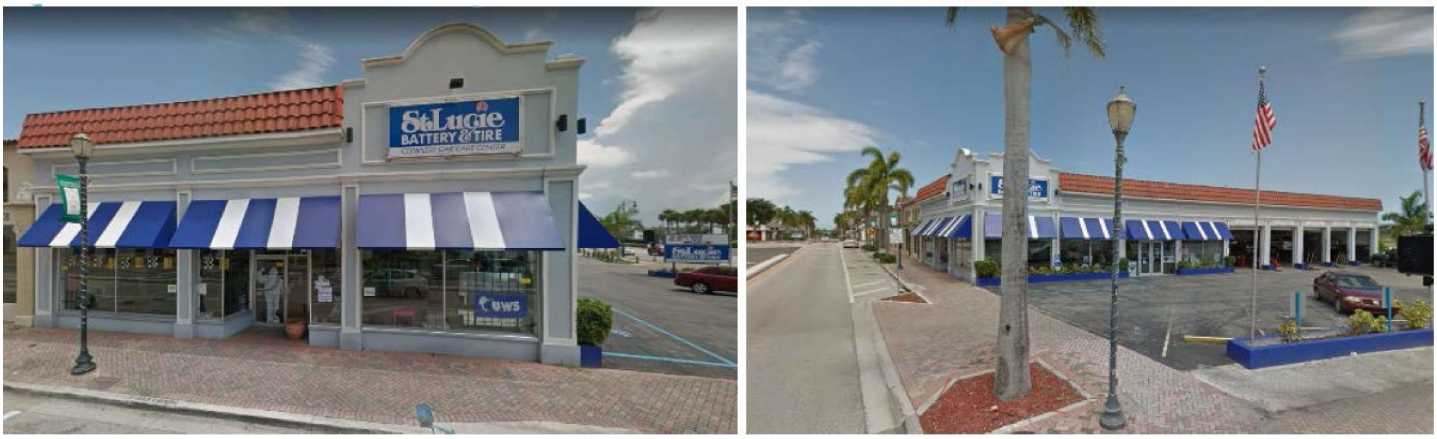


FIGURE 12-5. 19. AUTO SALES FACILITIES

(d) *Self-storage facilities*

(1) Self-storage facilities should be provided only as part of a vertical mixed-use development with retail, restaurant, or office uses on the ground floor.

(2) Access to the individual storage units should not be visible from the street and should only be provided from interior spaces.

(3) There shall be no outdoor storage allowed.

(4) Loading docks should be located inside the building.

(5) Privacy fences or walls around the property are discouraged unless they are required by this Code.

FIGURE 12-5. 20. URBAN SELF-STORAGE FACILITIES

Sec. 12-5-25. to 12-5-39. Reserved

ARTICLE IV. PALAFOX HISTORIC BUSINESS DISTRICT

Sec. 12-5-40. Purpose

The Palafox historic business district is established to preserve the existing development pattern and distinctive architectural character of the historic downtown commercial district. The regulations are intended to preserve, through the restoration of existing buildings and construction of compatible new buildings, the scale of the existing structures and the diversity of original architectural styles, and to encourage a compact, convenient arrangement of buildings.

Sec. 12-5-26. Character of the district

The Palafox historic business district is characterized by sites and facilities of historical value to the city. These buildings and historic sites and their period architecture (i.e., Sullivanesque, Classical Revival, Renaissance Revival, and Commercial Masonry) blend with an overall pattern of harmony, make the district unique and represent the diversity of business activity and commercial architecture over a long period of Pensacola history. The district is an established business area, tourist attraction, containing historic sites, and a variety of specialty retail shops, restaurants, private and governmental offices, and entertainment centers.

Sec. 12-5-27. Historic theme area

That portion of Palafox Place between Garden Street and Main Street is hereby designated a historical theme area, with a theme based on materials, signs, canopies, facades or other features as they existed in 1925 or earlier.

Sec. 12-5-28. District rehabilitation, repair and maintenance guidelines

The rehabilitation, repair, and maintenance standards contained in section 12-4-14(e) shall be applied to all existing structures and land parcels, whether occupied or vacant within the Palafox Historic Theme Area. In cases where a person owns property comprising a total city block, the board shall consider the burden on the owner and may approve an incremental adherence to the standards or guidelines.

Sec. 12-5-29. Survey, classification and technical assistance

(a) *Survey and classification.* A survey of the district to determine in which areas historical themes are appropriate, and to classify buildings, by architectural design, and materials as historically significant, supportive, neutral, and nonconforming shall be available at the offices of the downtown improvement board and the community redevelopment agency of the city.

(b) *Technical assistance.* Within the limits of staff capability and availability of funds, the board may provide sketches or renderings to property owners and/or merchants, showing suitable designs and themes for facade improvement.

(Code 1986, § 12-2-21; Ord. No. 28-94, § 2, 9-18-1994; Ord. No. 45-96, § 4, 9-12-1996; Ord. No. 8-99, § 2, 2-11-1999; Ord. No. 16-10, § 205, 9-9-2010; Ord. No. 31-17, § 1, 12-14-2017)

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CHAPTER 12-6. ACCESSORY AND SPECIFIC USES

ARTICLE I. ACCESSORY USES AND STRUCTURES

Sec. 12-6-1. General provisions for accessory uses and structures

In addition to the principal uses permitted within the zoning districts established by this title, certain uses that are customarily and clearly accessory to such principal uses shall also be permitted, provided that such uses do not include structures or structural features inconsistent with the principal uses and are served by electrical and plumbing service from the principal building. Some accessory uses and structures, including but not limited to accessory dwelling units, accessory offices, or outdoor storage, are only allowed in certain districts, as noted in chapter 12-4 and this chapter.

(a) *Examples of accessory uses and structures*. For the purposes of this chapter, each of the following uses is considered to be a customary accessory use, and as such, may be situated on the same lot with the principal use or uses to which it serves as an accessory.

(1) Uses and structures customarily accessory to dwellings.

a. Private garage.

b. Open storage space or parking area for motor vehicles provided that such space shall not be used for more than one commercial vehicle licensed by the state as one ton or more in capacity per family residing on the premises.

c. Shed or building for the storage of equipment.

d. Children's playhouse.

e. Private swimming pool, bathhouse or cabana, tennis courts, and private recreation for tenants of principal buildings.

f. Structures designed and used for purposes of shelter in the event of manmade or natural catastrophes.

g. Noncommercial flower, ornamental shrub, or vegetable greenhouse.

h. Television antenna or satellite TV receiving dish.

i. Attached or detached, uncovered decks.

j. Solar panels.

k. Screened enclosures.

(2) Uses customarily accessory to multifamily residential, retail business, office uses, and commercial recreation facilities.

a. Completely enclosed building for the storage of supplies, stock, merchandise, or equipment for the principal business, provided it does not exceed 49 percent of the floor area of the main structure.

b. Lounge as an accessory use to a package liquor store, not to exceed 49 percent of the floor area of the package store.

c. Lounge as an accessory use to a restaurant, not to exceed 49 percent of the floor area of the restaurant.

d. Car wash as an accessory use to a service station not to exceed 49 percent of the square footage of the total site.

e. Convenience store as accessory to a service station.

f. Vending machine as accessory to a business establishment and located on the same parcel of land as the business.

g. Restaurants, cafes, coffee shops and small-scale retail uses are permitted as an accessory use in multifamily developments over 20 units in size, and office buildings over 4,000 square feet. Such accessory uses shall be clearly subordinate to the principal use, shall be located on the first floor within the multifamily or office structure, and shall not exceed ten percent of the gross floor area of the structure in which it is located.

h. A chapel is an accessory use to a cemetery.

(b) *General standards*. The standards for accessory structures shall be as follows, except as provided in the standards for specific accessory uses later in this chapter.

(1) The use shall be clearly incidental to the use of the principal building and shall comply with all other city regulations. No accessory structure shall be used for activities not permitted in the zoning district.

(2) No sign may be painted or affixed to an accessory use or structure except such signs as are permitted in the provisions of chapter 12-11.

(3) Detached vending and transaction machines shall meet the following restrictions:

a. Placement must be outside required landscape islands and stormwater management systems.

b. Anchoring to trees, traffic signs, fire hydrants, fire connectors, lift stations or other site infrastructure is prohibited.

c. Dispensers and service machines placed in parking lots shall have a finished exterior of brick, stucco, stone, metal or stained wood and shall not contain windmills or similar objects.

d. A sloped roof with a peak or parapet roof is preferred to be affixed to dispensers placed in parking lots with shingle, tile, or other roof material in accordance with Florida Building Codes. Screened mechanical rooftops, and other screening or railings with no more than 50 percent openings, may be used subject to approval by the planning board.

e. Signage may not exceed 25 percent of the proposed street elevation.

(4) Satellite dishes and similar equipment should be completely screened by the architecture of the structure, or by fences, walls, or vegetation.

(c) *Residential accessory structures standards*. The placement of accessory structures shall meet the following provisions, unless specified otherwise in this chapter:

(1) Shall not be permitted in the required front yard, except for trellises and similar garden fixtures.

(2) May be located within the side and rear yards but shall not be located closer than three feet from the side or rear property line unless specifically exempted by this chapter.

(3) Shall not occupy more than 25 percent of the *required* rear yard area. Swimming pools and their surrounding decking shall be exempt from this provision. For purposes of calculating this percentage in a corner lot rear yard, the yard shall be measured from the interior side lot line to the street right-of-way line.

(4) No part of an accessory structure may be located any closer than three feet to any part of the main dwelling unit, unless a wider distance is required by the Florida Building Code.

(5) An open but covered walkway may connect the main structure to the accessory structure. The walkway and the roof shall not exceed six feet in width.

(6) Maximum height shall be determined as follows:

a. Accessory structures located within three feet of the side and rear property lines shall have a maximum allowed height of 15 feet, except as noted below for historic and preservation districts.

b. Accessory structures exceeding 15 feet in height must meet the side yard setback requirement of the principal dwelling unit. For every additional one foot that an accessory dwelling unit is set back from the rear property line above and beyond five feet, an additional one foot in height shall be allowed up to a maximum allowed height of 20 feet as measured to the roof peak.

c. Accessory structures in a historic or preservation zoning district shall not exceed one story or a maximum in height of 25 feet and shall match the style, roof pitch, or other design features of the main residential structure.

Sec. 12-6-2. Accessory dwelling units

(a) *Purpose*. The purpose of allowing accessory dwelling units (ADUs) as a permitted use in conjunction with single-family detached dwellings is to promote the efficient use of the city's existing stock of detached single-family housing by providing homeowners with the opportunity to build or convert a portion of the interior of a principal dwelling unit, detached garage, or accessory structure into a separate housekeeping unit that may be rented. The intent of the accessory dwelling unit regulations is to preserve the single-family residential character of the zoning district while expanding opportunities for attractive, affordable, and diverse housing options. Accessory dwelling units provide additional housing opportunities through the adaptive reuse of surplus space within or adjacent to a single-family dwelling, including garage conversions, backyard cottages, or guest houses.

(b) *Permitted locations*. Accessory dwelling units shall be allowed as an accessory use to detached single-family dwellings.

(c) *General requirements*.

(1) *Number of units*. Only one accessory dwelling unit shall be allowed for each single-family detached dwelling.

(2) *Size*.

a. The living area of the accessory dwelling unit shall not exceed 60 percent of the living area of the principal dwelling unit, up to a maximum of 1,500 square feet.

b. The accessory dwelling unit (or combination of structures) shall not occupy more than 25 percent of the required rear yard area.

c. On lots smaller than 5,000 square feet, *t*he maximum floor area of an accessory dwelling unit shall be limited to 20 percent of the lot area.

(3) *Height*.

a. When an accessory dwelling unit is located wholly within the buildable area of the lot on which it is located (i.e., meets the setback requirements for the primary dwelling unit) it shall be allowed at a maximum allowed height of 35 feet.

b. If the structure extends outside the principal building setbacks, the maximum allowed height shall be based on the distance that the structure is set back from the property lines as shown below:

Structure Height	**Minimum Side Yard Setback**	**Minimum Rear Yard Setback**
Up to 15 feet	3 feet	3 feet
Greater than 15 feet, up to 20 feet	5 feet	5 feet
Greater than 20 feet (up to 30 feet, measured to the roof peak)	Same as required for principal building	5 feet plus 1 additional foot for each foot of height above 20 feet
Up to 30 feet if located over a garage	Same as required for principal building	5 feet

(4) *Interior*.

a. The livable floor area of the accessory dwelling unit may be located on the first or second floor of the structure.

b. Each accessory dwelling unit shall contain its own separate and private bathroom and kitchen wholly within the unit.

(5) *Exterior*.

a. The architectural treatment of the dwelling structure shall be such as to portray the character of a residential dwelling.

b. The accessory dwelling unit shall have separate access unless there is a single access from the front of the building with a split access inside the building or where a shared entrance is necessary to accommodate accessibility needs.

c. The entrance to the accessory dwelling unit shall be identifiable and shall have its own address for purposes of emergency service and postal access.

d. Attached accessory dwelling unit accommodations housed within the principal structure are to be established without structural alterations except those deemed necessary by the building inspections department to provide bathroom and kitchen facilities, and the resulting arrangement must not be such as to divide the dwelling nor give the appearance of dividing the dwelling into two separate dwelling units capable of independent occupancy.

e. Accessory dwelling units that extend outside the building envelop may only have clerestory windows (above eye level) on the second floor facing the neighboring lots. Such clerestory windows shall have a minimum sill height of 6 feet above the finished floor.

(6) *Off-street parking*. One additional off-street parking space shall be provided for the accessory dwelling unit.

(Code 1986, § 12-2-52; Ord. No. 27-92, § 1, 8-13-1992; Ord. No. 45-07, § 2, 9-13-2007)

Sec. 12-6-3. Accessory office units

(a) *Purpose*. The purpose of allowing accessory office units as a conditional use for single-family detached dwellings is to allow for the more efficient use of the city's existing stock of detached single-family housing in the medium-density residential land use districts. A homeowner may build or convert a portion of the interior of a dwelling unit to a separate office unit that may be rented. If the office is utilized by the homeowner, it shall be classified as a home occupation (see section 12-6-6). The intent of the regulations for accessory office units is to ensure that the residential character of the land use district is preserved.

(b) *General requirements*.

(1) Only one accessory office unit shall be allowed for each single-family detached dwelling.

(2) No more than three nonfamily member employees shall be allowed in an accessory office unit.

(3) The minimum lot size shall be at least 5,000 square feet, except that no lot shall be smaller than required by the zoning regulations.

(4) One off-street parking space for each 300 square feet of gross floor area shall be provided for the office unit in addition to the parking spaces required for the residence. Parking for the accessory office unit is prohibited in the required front or street side yard, except if it is accommodated on a double driveway.

(5) The gross floor area of the accessory office unit shall not exceed 25 percent of the gross floor area of the principal dwelling unit . Each accessory office unit shall contain its own separate and private restroom and optional kitchen, wholly within the unit, and must be provided utilities from the principal dwelling unit. Building codes applicable to office construction shall apply to the accessory office unit.

(6) The architectural treatment of the accessory office structure shall be such as to portray the character of a residential dwelling.

(7) No sign shall be permitted other than a non-illuminated plate not exceeding two square feet in area and no more than two feet in height above ground if freestanding.

(Code 1986, § 12-2-51; Ord. No. 29-93, § 19, 11-18-1993)

Sec. 12-6-4. Boathouses, piers and docks, all residential zones

No piers, docks or boathouses shall be built along the shores of, in, or upon the waters of Bayou Texar, Bayou Chico, Pensacola Bay, or Escambia Bay, except those that conform to the following regulations:

(a) No pier, dock, or boathouse shall be constructed or altered hereafter without first obtaining a permit from the building inspector and upon the submission of plans describing the proposed construction.

(b) No boathouse, pier, dock, or approach to a boathouse shall be closer to the side lot lines of the designated lots (lot line measured at right angle from shoreline) in any subdivision bordering Bayou Texar, Bayou Chico, Pensacola Bay, or Escambia Bay than a minimum of ten feet, nor shall any boathouse extend to a height of more than 15 feet from the above mean low tide.

(c) The square footage of any boathouse shall not exceed 40 percent of the total area of the principal dwelling unit and any uncovered platform at the end of a pier or dock shall not exceed 250 square feet.

(d) No boathouse shall be used for living quarters, and the use of boathouses shall be confined to the housing of boating and related equipment.

(Code 1986, § 12-2-37; Ord. No. 22-02, § 1, 9-26-2002; Ord. No. 19-16, § 1, 7-14-2016)

Sec. 12-6-5. Fences

(a) *Visibility triangle requirements*. Opaque privacy fences shall conform to the visibility triangle requirements of section 12-7-5.

(b) *Prohibited fences*. Fences with cutting edges, including, but not limited to those using razor, ribbon, or concertina wire, are prohibited citywide. Electrical fences are allowed only at wildlife sanctuaries permitted by the U.S. Department of Wildlife and Fisheries to harbor and protect federally protected and/or endangered species. Electrical fences must be wholly within the interior of such sanctuaries and may not be used as perimeter fences. Site plans and installation diagrams must be submitted to

the city planning services department and the building official for review and approval. Electrical fences may not be operated when the public is present and must include appropriate warning signage.

(c) *Pillars, posts, decorative gates*. Pillars, posts, and decorative gates may extend up to 12 inches above the maximum fence or wall height, provided such pillars and posts are spaced no less than eight feet apart.

(d) *Orientation*. Wood fences shall have the finished side to the public frontage.

(e) *Location*. Fences may extend up to the public street right-of-way line.

(f) *Garden walls*. Low fences located within the front yard setback are also known as garden walls (see figure 12-6-1) and are required in certain districts to screen parking lots or to meet building frontage requirements. When used to screen parking areas, the garden wall shall have a minimum opacity of 80 percent.

FIGURE 12-6. 1. EXAMPLES OF GARDEN WALLS

(g) *Residential, RO, R-NC, R-NCB, WRD, GRD, and airport zoning districts*.

(1) *Maximum height*. Fences within the required yards shall not exceed the following maximum heights, unless stated otherwise below or in other sections of this code. There is no height limitation for fences within the side and rear setbacks in the commercial and industrial districts.

TABLE 12-6. 1. FENCE/WALL HEIGHT

Yard	Fence/Wall Height (feet)
Front	4.5
Side and side corner	6.5
Side and rear if adjacent to commercial or industrial use	8.5
Rear	6.5

a. Fences within the buildable area of a site may be built to the maximum height allowed for structures in the zoning district.

b. Subdivisions and multifamily developments having a site area of at least one acre and street frontage of at least 200 feet shall be permitted fences up to six feet, six inches in height along all property lines surrounding the subdivision or development.

(2) *Barbed wire fences*. In residential districts, barbed wire fences shall be permitted only to enclose a public utility or around a federal, state, county or municipal property. Such fences may include a maximum of three strands of barbed wire, which must be installed only are the top of a solid or chain-link fence that is at least six feet in height. The total combined height of the fence and the barbed wire shall not exceed eight feet.

(h) *Historic, preservation, and redevelopment zoning districts*. New fences shall be consistent with the character of the district. Most original fences in the historic and preservation districts were constructed of wood with a paint finish in varying ornamental designs. To a lesser extent, fences may have been constructed of brick or wrought iron. The style of the fence and the materials used typically related directly to the style and type of materials used for the building on the property. The following standards shall apply in addition to all other requirements in this section.

(1) Approved materials include, but are not necessarily limited to, wood, brick, stone, and wrought iron. Materials may be combined. In the GRD-1 district, stucco is also allowed, but stone may only be used for the base. Vinyl fences are prohibited.

(2) Wrought iron or brick fences should only be used in conjunction with buildings that use masonry materials in their construction.

(3) Chain-link, concrete block, and barbed wire are prohibited in the historic and preservation districts and in the GRD-1 zoning district. However, they may be permitted in side yards within the PR-1, PR-2 and PC-1 zoning districts and in side and rear yards in the Old East Hill preservation zoning districts, subject to approval by the architectural review board.

(4) Wood fences shall use ornamental "picket" designs, especially reflecting details similar to those on the building. "Dog ear pickets" are not allowed.

(5) Fence types in the GRD-1 district shall comply with the Aragon Design Code.

(6) Fences within the historic and preservation districts are subject to approval by the architectural review board and fences within the redevelopment districts are subject to approval by the planning board.

(i) *Commercial and industrial zoning districts*. There shall be no maximum height for fences in these districts except:

(1) Barbed wire is permitted atop solid or chain-link fences at least six feet high enclosing public utilities, uses permitted in a C-3, M-1, or M-2 zoning district, or government-owned property.

(2) Where a dwelling is located in a commercial, industrial or redevelopment district, subsection (g) shall apply.

(j) *Airport Development Corridor Overlay District*. Concrete block and barbed wire fences are prohibited. Chain-link fences are permitted only when partially screened with vegetation.

(k) *North 9th Avenue corridor management overlay district*. Synthetic materials resembling approved materials are permitted. Black powder-coated chain-link fencing is allowed for nonresidential development when fully screened with vegetation. Exposed concrete block and barbed wire are prohibited.

(l) *CRA urban design overlay district*. In addition to the requirements for the zoning district where the site is located, the following shall apply:

(1) Fences and walls shall provide full enclosure.

(2) Fences and walls shall comply with frontage yard standards in Table 12-5.2.

(3) The height of fences and walls shall comply with the following:

a. A minimum 2.5 feet and a maximum four feet within the front setback.

b. A maximum of eight feet behind the building face at non-street frontages.

(4) Wood, brick, stone, and wrought iron are permitted; vinyl is discouraged on all frontages; chain-link, exposed concrete block, barbed wire, and razor wire are prohibited.

(Code 1986, § 12-2-40; Ord. No. 6-93, § 13, 3-25-1993; Ord. No. 29-93, §§ 17, 18, 11-18-1993; Ord. No. 25-97, § 1, 7-10-1997; Ord. No. 22-02, § 1, 9-26-2002)

Sec. 12-6-6. Home occupations

(a) *Findings*. The city recognizes that tangible benefits will be gained by allowing residents to earn income from occupations conducted within their homes. These benefits include in part:

(1) A reduction in automobile trips;

(2) Greater workforce participation by individuals who are disabled, elderly, or caring for small children; and

(3) The ability for the residents to maintain employment while fulfilling family obligations.

(b) *Purpose*. The city recognizes that its residents should expect their neighborhoods to be quiet and safe places to live and that home occupations should not be allowed to alter the primarily residential character of these neighborhoods. Home occupations

should not be allowed to create a nuisance of any kind or to endanger the health or safety of residents of the neighborhood. For these reasons, the purpose of this section is to:

(1) Protect residential areas from the adverse impacts of activities associated with home occupations;

(2) Permit residents of the community a broad choice in the use of their homes as a place of livelihood for the production or supplementation of personal and family income;

(3) Establish criteria, development standards and performance standards for home occupations conducted in dwelling units.

(c) *Permits*. All home occupations shall be required to obtain an occupational license. A person may only apply for an occupational license to be used at his or her primary place of residence.

(1) The applicant shall, at the time of application, sign an acknowledgement stating that the applicant:

a. Agrees to comply with the standards set forth in this section;

b. Agrees to comply with the conditions imposed by the city to ensure compliance with such standards;

c. Acknowledges that a departure therefrom may result in a revocation of the license; and

(2) The application shall include the following:

a. Name of applicant;

b. The exact nature of the home occupation;

c. Location of dwelling unit where the home occupation will be conducted;

d. Total floor area of the dwelling unit;

e. Area of room or rooms to be utilized in the conduct of the home occupation; and

f. A sketch with dimensions showing the floor plan and the area to be utilized for the conduct of the home occupation. This sketch must show the location and nature of all equipment to be utilized in the conduct of the home occupation, as well as the locations for storage of materials used in the conduct of the home occupation and the identity and nature of these materials. If the nature of the business is such that clients or customers will visit the premises, then the sketch must show available off-street parking and the ingress/egress to be used.

(3) If the proposed home occupation complies with all the requirements of subsection (d) of this section, the city may issue the license. Such occupational license is non-transferable, except that, in the case of death, should a surviving spouse or child residing at the same address desire to continue the home occupation, written notice to that effect shall be given to the city and the permit may be transferred. The license cannot be used by the applicant for any premises other than that for which it was granted.

(4) Any person may seek revocation of a home occupation license by making application therefor to the Mayor or designee, and an investigation will be made to determine whether the license holder is conducting such home occupation in a lawful manner as prescribed in this section. If the Mayor or designee determines that the license holder is in violation of the provisions of this section, the license shall be immediately revoked. The decision of the building official shall be subject to appeal to the board of adjustment. During such an appeal, the action of the inspection services department is stayed. If the inspection services department determines that the public safety is at risk, appropriate regulating agencies and authorities shall be immediately notified.

(5) The following shall be considered as grounds for the revocation of the occupational license:

a. Any change in use or any change in extent or nature of use or area of the dwelling unit being used, that is different from that specified in the granted license, that is not first approved by the city shall be grounds for the revocation of the license. The operator of a home occupation must apply for a new license prior to any such changes;

b. Any change in use, extent of use, area of the dwelling unit being used, or mechanical or electrical equipment being used that results in conditions not in accordance with the provisions of this section shall result in immediate revocation of the occupational license;

c. The following conditions shall apply for occupational licenses that have been revoked:

1. Initial revocation. Reapplication may only occur when the conditions causing the revocation have been corrected;
2. Second revocation. Reapplication may only occur after one year and when the conditions causing the revocation has been corrected;
3. Third revocation. The occupational license shall not be reissued.

(d) *Requirements*. All permitted home occupations shall comply with the following standards:

(1) The home occupation may be conducted within the principal building or in an accessory building, except for any related activities conducted off the premises.

(2) The employees of the business who work at the residential dwelling must also reside in the residential dwelling, except that up to a total of two employees or independent contractors who do not reside at the residential dwelling may work at the business. The business may have additional remote employees that do not work at the residential dwelling.

(3) There shall be no alteration or change to the outside appearance, character or use of the building or premises, or other visible evidence of the conduct of such home occupation, including outside storage or signs pertaining to the home occupation. There shall be no display of products visible in any manner from the outside of the dwelling.

(4) The home occupation shall not occupy more than 50 percent of the total floor area of the dwelling unit, so that it remains secondary to the residential use. In the historic and preservation districts, the maximum allowed shall be 60 percent of the total floor area of all the buildings on the lot.

(5) No equipment or process shall be used in such home occupation that creates prolonged noise, sound or vibration. Heat, glare, fumes, dust, odors or electrical interference detectable to the normal senses outside the dwelling, or in multiple-family dwellings, detectable to the normal senses beyond the walls of the dwelling unit shall not be permitted. Combustible materials located anywhere on the premises in quantities that are in violation of the city's fire code shall not be permitted. No equipment shall be used that creates any visual or audible interference in any radio, telephone or television receivers off the premises, or causes fluctuations in line voltage off the premises.

(6) No articles or materials used in connection with such home occupation shall be stored on the premises other than in the area permitted for the home occupation, and any area used for storage shall be counted toward the maximum permissible floor area used for such home occupation.

(7) No home occupation shall be permitted that involves the visitation of clients, customers, salesmen, suppliers or any other persons to the premises that would generate vehicular traffic in excess of two vehicles concurrently or more than 12 vehicles per day.

(8) The total number of home occupations conducted within a dwelling unit is not limited, except that the cumulative impact of all home occupations conducted within the dwelling shall not exceed the limits of one home occupation as established in this subsection.

(9) There shall be no illegal discharge of any materials, fluids or gases into the sewer system or any other manner of discharging such items in violation of any applicable government code.

(10) Home occupations shall comply with all local, state or federal regulations pertinent to the activity pursued, and shall not be construed as an exemption from such regulations.

(e) *Prohibited activities*. A home occupation permit shall not be issued for any of the following uses or for a home occupation that requires any of the following activities:

(1) Activities that produce hazardous wastes regulated by the United States Environmental Protection Agency or the state department of environmental protection;

(2) Outdoor repair shops;

(3) Provision of transportation services such as taxi or limousine service;

(4) Sales, service or repair of motorized vehicles.

(Code 1986, § 12-2-33; Ord. No. 45-96, § 7, 9-12-1996; Ord. No. 44-99, § 2, 11-18-1999)

Sec. 12-6-7. Mechanical equipment

(a) On lots 30 feet or less in width, and on lots located within the CRA urban design overlay district (CRAUDOD), ground-mounted air conditioning units shall be located in the rear yard.

(b) Within the CRAUDOD, HVAC and mechanical equipment shall be integrated into the overall building design and screened from view from adjoining streets and public open spaces. Through-wall air conditioning units shall be prohibited on building facades fronting streets or public open spaces, except when recessed within a balcony.

(c) Mechanical equipment serving multifamily residential, office, commercial, industrial, or other nonresidential developments shall not be allowed within ten feet of a property line adjoining a single-family or duplex residential development or zoning district. Such equipment shall be screened from adjoining properties and public right-of-way.

(d) Roof-mounted electrical, mechanical, HVAC, and communications equipment shall be fully screened from view from adjacent properties and public rights-of-way. Screening shall be designed so that the equipment is not visible from any point within a 200-foot radius measured from the exterior face of the screening structure to a point ten feet above finished grade.

Sec. 12-6-8. Mobile restaurants

Mobile restaurant facilities may be permitted on private property having frontage on South Palafox Place in the area located between the southern right-of-way line of Main Street and Pensacola Bay. Mobile restaurant facilities shall only be permitted as an accessory use to an adjacent existing and operational restaurant subject to conditional use permit approval and the following standards:

(a) Mobile restaurant units shall be permanently fixed to the ground (the attachments can be removed in the event the mobile restaurant needs to be moved due to lease termination or declaration of emergency).

(b) Storage areas and mechanical equipment shall be screened from view.

(c) Mobile restaurant units shall be connected to the sewer system and utilize a grease trap.

(d) Mobile restaurant units shall have permanent restrooms provided for customers via the adjacent principal restaurant use.

(e) Mobile restaurant development sites shall provide one customer seat per linear foot of mobile unit on site.

(f) In addition to the minimum landscaping requirements of chapter 12-8, mobile restaurant development sites shall provide both hardscape and landscape details with sufficient quality of design to create a formalized outdoor plaza environment. This shall be accomplished through the incorporation of grated tree wells for the planting of shade and canopy trees within outdoor seating areas. Outdoor seating areas shall be constructed with a minimum of 40 percent decorative architectural pavers comprising the overall seating area.

(g) Each individual mobile restaurant unit shall have a water source located within 30 feet behind the structure.

(h) Mobile restaurant units shall be allowed one menu attached to the facade not to exceed 16 square feet and one identifying sign not to exceed 25 square feet.

(i) No more than four mobile restaurant units may be allowed per development site. If a mobile restaurant development site has more than one mobile restaurant unit on the parcel then all mobile restaurant units will be of a consistent design, size, and color. Mobile restaurant units and associated developments shall comply with the regulations and reflect the character of the district in which they are located. Accent features to distinguish unique culinary concepts are encouraged.

(j) Mobile restaurant units shall not occupy more than 25 percent of the overall development site area.

(k) Underground utilities shall be required for each mobile restaurant unit. Generators are not permitted with the exception of during the course of emergencies and power outages.

(l) A designated screened dumpster area shall be located within 500 feet of a mobile restaurant unit.

Sec. 12-6-9. Outdoor display of merchandise

(a) Merchandise may be displayed outside of a permitted use/building in the R-NC through C-3 zoning districts subject to the following requirements:

(1) The display shall be located within five feet of a portion of a building used by the seller, shall only be allowed along one side a building, and shall not cover an area in excess of 40 percent of the total lineal footage of the side of the building where the display is located. No items or display over six feet in height may be allowed.

(2) The display shall not encroach into any driveway, parking or loading spaces, fire lanes, or landscaped areas. No display shall be located within a public right-of-way unless specifically permitted through a license to use the right-of-way (see chapter 12-3, article XIII).

(3) Displays shall not block any building entrances or reduce the width of a pedestrian walkway to less than 5 feet. A minimum 5-foot-wide unobstructed pedestrian path to all building entrances shall be maintained at all times.

(4) Merchandise shall only be displayed during the business hours of the seller.

(5) No additional signage is allowed in conjunction with the outdoor display of merchandise.

(6) All equipment used to display the items for sale must be mobile and must be stored indoors or off-site when the merchandise is not being displayed.

(b) Outdoor sales of trees, shrubs, plants, and related landscaping materials, accessory to indoor retail uses permitted by this code, are allowed, provided that the area is enclosed within a fence attached to the rear or side of the main building and that the outdoor area does not exceed 20 percent of the total area of the main building.

Sec. 12-6-10. Outdoor seating area on city right-of-way

The issuance of an outdoor seating area permit is a privilege granted by the city. Approval and annual renewal of an outdoor seating area permit requires compliance with the City's Outdoor Seating Area Policy.

Sec. 12-6-11. Outdoor storage and work (accessory to a principal use)

The permanent outdoor storage of merchandise, supplies, or equipment and work accessory to a principal use, shall be permitted as noted in the use tables in chapter 12-4 and subject to the following requirements. The outdoor display of merchandise discussed in section 12-6-9, above, shall not be considered outdoor storage.

(a) The outdoor storage or work area shall not be located in front of the principal building.

(b) The storage or work area shall not be located in any required setback.

(c) The outdoor storage or work areas shall not exceed ten percent of the total lot area except for permitted nurseries and greenhouses.

(d) No outdoor storage or work shall be allowed within 25 feet of a residential district.

(e) The outdoor storage or work shall be screened by an opaque fence or wall at least eight feet high in industrial districts and six feet in all other districts in addition to vegetation that provides 75 percent opacity. The vegetative screen shall be located on the exterior of the required fence and shall include enough width so that the fence/wall and landscaping can be effectively maintained.

(f) Within the CRAUDOD, fences used to screen permitted outdoor storage areas that are not attached to or integrated with the principal building shall be constructed of masonry, concrete, stucco, wood, PVC, or metal materials. Chain-link fencing shall be prohibited.

Sec. 12-6-12. Parking and storage of major recreational equipment

(a) *General requirements*.

(1) Parking or storage of major recreational equipment, except for loading and unloading not to exceed 24 hours, shall not be permitted in any portion of any public right-of-way.

(2) Repairing or maintaining major recreational equipment, except repairs necessitated by an emergency, shall not be permitted in any portion of any public right-of-way.

(3) Major recreational equipment shall not be parked or stored in any vacant lot except where such vacant lot adjoins a lot on which a principal structure under the same ownership is located.

(4) Major recreational equipment may not be parked or stored on a parking lot for the principal purpose of displaying such equipment for sale except on parking lots where the sale of vehicles and major recreational equipment is a duly authorized permitted use (i.e., new and used car lot, major recreational equipment sales lot).

(5) Major recreational equipment may not be used for storage of goods, materials or equipment other than those items considered to be part of the vehicle or major recreational equipment essential for its immediate use.

(6) Parking or storage of major recreational equipment is allowed in duly authorized facilities designed for storage and parking of major recreational equipment and on residential premises as provided in subsection (b) of this section.

(b) *Residential requirements*. Parking or storage of major recreational equipment on residential premises shall be allowed as shown in Figure 12-6.2 subject to the following conditions:

(1) Major recreational equipment may be parked or stored in:

a. Permanent equipment enclosures, such as carports or garages;

b. The driveway of the owner's residence, but not in any portion of a public right-of-way;

c. Rear yards, not closer than three feet to the rear or side property lines;

d. The front yard, except within the required visibility triangle (refer to section 12-7-5), and only when parked perpendicular to the front lot line and within 15 feet of either side lot line; or

e. One of the required side yards, but not both. On corner lots, parking is permitted in the required street side yard, except within the required visibility triangle.

(2) The equipment may be parked anywhere on residential premises for a period not to exceed 24 hours during loading or unloading.

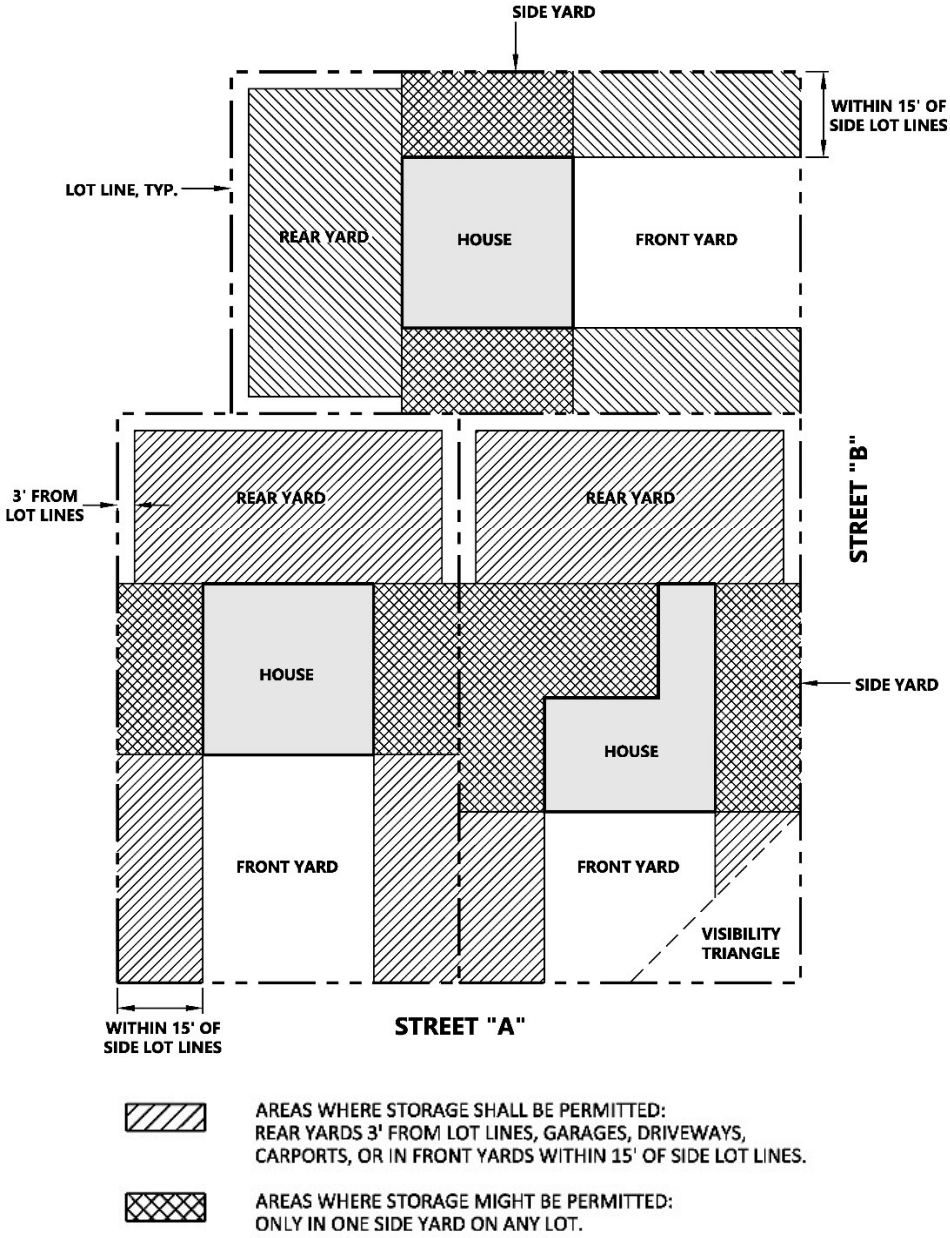
(3) Major recreational equipment shall not be used for living, sleeping, or housekeeping purposes while stored on residential premises.

(4) Major recreational equipment shall not be connected to any utilities, except electricity.

(5) Major recreational equipment may not be parked or stored in required parking spaces of multiple-family developments.

(6) Major recreational equipment must be maintained in an operable condition and must be properly licensed in accordance with all state laws.

FIGURE 12-6. 2. STORAGE OF MAJOR RECREATIONAL VEHICLES



(Code 1986, § 12-2-36; Ord. No. 8-95, § 1, 2-23-1995; Ord. No. 23-02, § 1, 9-26-2002)

Sec. 12-6-13. Rooftop-mounted antennas

(a) *Commercial communications antennas*.

(1) Rooftop-mounted commercial communications antennas may be installed in the Palafox historic business district and the gateway redevelopment district, subject to the review and approval of the appropriate review board based on the following standards. Antennas that comply with the standards and receive board approval are exempt from the additional review process set forth in subsection (a)(3).

a. Antennas shall not exceed 20 feet above the existing roofline;

b. Support structures shall be set back from the roof edge by at least ten percent of the rooftop's length and width;

c. Structures shall match the predominant color of the top floor or penthouse exterior;

d. Where technically possible, microwave antennas shall use open mesh design rather than solid materials;

e. Where possible, existing building elements (i.e., parapet walls, screen enclosures, mechanical equipment) shall be used to screen the antenna.

(2) In commercial and industrial zones outside the special districts identified above, rooftop-mounted antennas are permitted if the building official determines compliance with the standards set forth in subsections (a)(1)a through e. Antennas that do not comply shall be subject to the review and approval process outlined in subsection (a)(3).

(3) The building official shall approve the plans if the following provisions are met:

a. The antenna's height and mass do not exceed what is necessary for its intended function and public safety;

b. The support structure meets the applicable co-location requirements as specified in section 12-6-27(d);

c. No existing tower or support structure can reasonably accommodate the proposed antenna;

d. The design avoids unnecessary height, mass, or guywire supports;

e. The antenna is finished in a light color to minimize visual impact and blend with its surroundings; and

f. The installation complies with all applicable building codes, safety standards, and local ordinances.

(4) Costs incurred by the city for the use of outside consultants, both legal and technical, in the review of applications and plans for the installation of antennas and support structures shall be reimbursed to the city by the applicant.

(b) *Personal wireless antennas*.

(1) *Permitted locations*. Rooftop-mounted personal wireless antennas may be installed in all zoning districts except the conservation district, provided that they are mounted on structures over 40 feet in height and have been approved by the applicable review board.

(2) *Structures*. Personal wireless antennas not mounted on communications towers may be installed as an ancillary use to any commercial, industrial, office, institutional, multifamily or public utility structure, or billboard sign.

(3) *Conditional use*. Rooftop-mounted personal wireless antennas may be permitted by conditional use approval on structures less than 40 feet in height or on any lot whose primary use is as a single-family dwelling. In addition, personal wireless antennas shall not be installed, erected, or constructed on any lot within 300 feet of Bayou Texar, Escambia Bay, Pensacola Bay, or the Pensacola historic district except in accordance with a conditional use permit.

(4) *Inventory of existing sites*. The applicant shall provide to the city an inventory of its existing towers, antennas, or sites approved for towers or antennas, that are either within the jurisdiction of the city or within one mile of the border thereof, including specific information about the location, height and design of each tower. The city planner may share such information with other applicants applying for administrative approvals or conditional use permits under this section and with other organizations seeking to locate antennas within the city; provided, however, that the city planner shall not, by sharing such information, be deemed to be in any way representing or warranting that such sites are available or suitable.

(5) *Plans approved*.

a. *Review*. Installation of personal wireless antennas and associated equipment cabinets must be reviewed and approved by the city planner and building official pursuant to the standards set forth in this section. Installations of personal wireless antennas and associated equipment cabinets in the Pensacola historic district, the North Hill preservation district, the Old East Hill preservation district, and the Palafox historic business district must be approved by the architectural review board in accordance with the standards applicable to the relevant district, in addition to the requirements of this section. Installation of personal wireless antennas and accessory equipment within the gateway redevelopment district must be approved by the planning board. Installations of personal wireless antennas and associated equipment cabinets in the airport land use district must be approved by the city council after consultation with the Pensacola International Airport. Installation of personal wireless antennas on personal wireless towers shall be governed by section 12-6-27 (communication towers).

b. *Contents of plans*. Each applicant for a permit to install a personal wireless antenna shall submit a design plan showing how the applicant proposes to comply with the requirements of this section. Applicants shall make appropriate use of stealth technology and shall describe their plans for doing so.

(6) *Site design standards*. All installations of personal wireless antennas and associated equipment cabinets shall comply with the following requirements:

a. No personal wireless antennas or associated equipment cabinets shall be installed on any lot whose primary use is a single-family dwelling.

b. No personal wireless antenna shall be installed on any structure that is less than 40 feet in height.

c. No personal wireless antenna may extend more than 20 feet above the highest point of the structure on which it is mounted.

d. Equipment cabinets shall be completely screened from view by compatible solid wall or fence, except when a ground-mounted cabinet, or combination of all ground-mounted cabinets on a site, is smaller than 180 cubic feet. Equipment cabinets smaller than 180 cubic feet may not be required to be screened from view if the cabinets have been designed with a structure, material, colors or detailing that are compatible with the character of the area.

e. All equipment cabinets with air conditioning units shall be enclosed by walls, if located within 300 feet of existing single-family detached homes.

f. Any exterior lighting within a wall shall be mounted on poles or on the building wall below the height of the screening fence or wall.

g. Rooftop-mounted equipment cabinets shall be screened from off-site views to the extent possible by solid screen walls or the building parapet.

h. Building-mounted personal wireless antennas shall be mounted a minimum of two feet below the top of the parapet, shall be extended no more than 12 inches from the face of the building, and shall be either covered or painted to match the color and texture of the building, as approved by the planning services department. Where a building has a penthouse, a rooftop structure containing or screening existing equipment, or other structure set back from the outer perimeter of the building, building-mounted antennas shall be mounted on such structure rather than the outer parapet, if feasible.

i. Building-mounted equipment, which is part of a new structural addition on top of a roof, shall not exceed heights allowed by this chapter and shall be either covered or painted to match the color and texture of the building, as approved by the planning services department.

j. The support structure for antenna arrays shall be minimized as much as possible, while maintaining structural integrity.

k. All installations of personal wireless facilities shall comply with all applicable building codes and all applicable FCC and FAA regulations.

(7) *Stealth technology*. In addition to the site design standards required by subsection (b)(6) of this section, the planning services department and any applicable review board may impose additional requirements for stealth technology, depending on the nature and location of the planned installation and the character of the surrounding area.

(8) *Removal of unused antennas*. If a personal wireless antenna is no longer being used for its original intended purpose, the owner of the antenna shall notify the city in writing within 30 days after the use of the antenna ceases. An antenna shall be considered abandoned if it has not been used for its original intended purpose for more than 180 days. The city may require the owner of any abandoned antenna to remove the antenna and any associated equipment cabinets at the owner's expense within 30 days after written notice from the city. The owner shall restore the site to a condition as good as or better than its condition prior to installation of the antenna and the equipment cabinet. If the owner of an abandoned antenna fails to remove the antenna and any associated equipment within 30 days, the city may remove the antenna and the equipment and place a lien on the property for the amount required to reimburse the costs of removal.

(9) *Siting on city property*. Personal wireless antennas to be located on city property shall be exempt from the provisions of this section, provided that the owner of the antenna enters into a lease with the city providing for the payment of

compensation and compliance with such conditions, including, without limitation, requirements for co-location and stealth technology, that the city deems reasonable in light of the character of the site and the surrounding area.

(Code 1986, § 12-2-45; Ord. No. 33-95, § 6, 8-10-1995; Ord. No. 12-98, § 1, 3-26-1998; Ord. No. 27-98, § 3, 7-23-1998; Ord. No. 09-02, § 1, 3-14-2002; Ord. No. 20-19, § 4, 9-26-2019)

Sec. 12-6-14. Private radio antenna towers

Private radio antenna towers are allowed provided they are established pursuant to the following conditions:

(a) Private radio antenna towers are permitted up to 75 feet above grade. The height of the tower shall be measured from grade to the uppermost portion of the tower and its appurtenances, said distance to be measured when tower is extended to its greatest height.

(b) Private radio antenna towers shall be permitted in the side yard other than the required side yard, and in the rear yard.

(c) A private radio antenna tower shall not be constructed without a building permit. Antenna towers shall meet the minimum requirements of chapter 14-2. Any portion of an antenna tower above 75 feet in height shall require a variance from the zoning board of adjustment.

Sec. 12-6-15. to 12-6-19. RESERVED

ARTICLE II. SPECIFIC USES

Sec. 12-6-20. General

The uses listed in this article are allowed as noted in the use tables in chapter 12-4 and must comply with all other requirements of this code unless specifically stated in this chapter. The following sections establish additional or different standards to ensure the use is accommodated without generating adverse impacts on surrounding properties.

Sec. 12-6-21. Alcoholic beverage establishments

It shall be unlawful to sell or offer to keep for sale alcoholic beverages containing more than one percent of alcohol by weight in any place or establishment, including a private club or bottle club, for which a certificate of compliance with the provisions of chapter 7-4 has not been issued. It shall also be unlawful for a bottle club to operate at any location for which a certificate of compliance has not been issued. It shall also be unlawful for a private club to serve or receive or keep for consumption on the premises, whether by members, nonresident guests or other persons, alcoholic beverages containing more than one percent of alcohol by weight at any location for which a certificate of compliance has not been issued.

(Code 1986, § 12-2-53; Ord. No. 13-06, § 14, 4-27-2006)

Sec. 12-6-22. Animal hospitals, clinics, kennels

(a) Any animal hospital, veterinary clinic, commercial kennel, or business that boards animals and includes outside cages and runs shall be located no closer than 100 feet to a residence or residential zoning district boundary line, measured from the outside of the building, cages or runs to the residential property or residential zoning district line unless the boundary line is located within a street or public right-of-way.

(b) The outside cages, runs or exercise yards shall be totally enclosed by a solid fence at least six feet six inches in height.

(c) Kennels allowed in certain districts through conditional use may have outdoor runs and may include outdoor exercise areas only if supervised and limited to five or fewer animals.

(Code 1986, § 12-2-54)

Sec. 12-6-23. Bed and breakfast facilities

(a) No more than four rooms or lodging units shall be provided on any building site. These rooms or lodging units may be located within the principal building or in a detached garage or accessory building.

(b) No alterations shall be made to the external appearance of the principal structure that would change its residential character.

(c) No sign shall be permitted other than a non-illuminated nameplate attached to the main entrance of the principal building. This nameplate shall not exceed two square feet in area.

(d) No bed and breakfast facility shall be permitted except where the principal building is owner occupied.

(Code 1986, § 12-2-55; Ord. No. 6-93, § 14, 3-25-1993)

Sec. 12-6-24. Cemeteries

(a) For new cemeteries the minimum size shall be five acres.

(b) All grave sites and other structures shall be set back at least 25 feet from all property lines and right-of-way lines within a residential zoning district and from any residential zoning district and boundary line unless the boundary line is located within a street or public right-of-way.

(c) New maintenance buildings or additions to existing maintenance buildings and accessory maintenance equipment shall be set back at least 100 feet from residential property lines.

(d) All applications for cemeteries within the residential zoning districts require development plan approval (see chapter 12-3, article VI) and written consent from seventy-five percent of all owners of residential dwellings within 175 feet of the boundary of the cemetery.

(Code 1986, § 12-2-56; Ord. No. 27-92, § 2, 8-13-1992)

Sec. 12-6-25. Child care facilities

(a) For new facilities, the minimum building site area shall be 7,500 square feet for each child care facility. For facilities that will occupy existing buildings, there shall be no required minimum building site area as long as the other requirements of this section can be met.

(b) There shall be a fence or wall a minimum of four feet in height surrounding all play areas. The fence shall meet visibility triangle requirements. Such fence or wall shall be continuous with latching gates at exit and entrance points.

(Code 1986, § 12-2-58; Ord. No. 6-93, § 16, 3-25-1993; Ord. No. 44-94, § 3, 10-13-1994; Ord. No. 6-02, § 2, 1-24-2002)

Sec. 12-6-26. Churches and other religious institutions

(a) All churches and other religious institutions shall comply with lot area, building setback, and height regulations set forth within each zoning district.

(b) If located in a residential district, parking shall be prohibited in the required front or street side yards.

(Code 1986, § 12-2-57; Ord. No. 6-93, § 15, 3-25-1993; Ord. No. 29-93, § 20, 11-18-1993; Ord. No. 44-94, § 2, 10-13-1994)

Sec. 12-6-27. Communication towers

(a) *Location restrictions*. Communications towers are prohibited on any lot in any zoning district within 500 feet of Bayou Texar, Escambia Bay, Pensacola Bay, and within the Palafox historic business district.

(b) *Illumination*. Artificial lighting of communications towers shall be limited to mandatory safety lighting required by state or federal regulatory agencies having jurisdiction over the tower. Equipment cabinets and other facilities located at the base of communications towers may be lighted provided any lighting conforms with the requirements of this chapter.

(c) *Inventory of existing sites*. The applicant shall provide to the city an inventory of its existing towers, antennas, or sites approved for towers or antennas, that are either within the jurisdiction of the city or within one mile of the border thereof, including specific information about the location, height and design (including the number of antenna arrays the tower is designed to support, the number currently on the tower, and the height at which any additional arrays could be placed) of each tower. The planning services department may share such information with other applicants applying for administrative approvals or conditional use permits under this section and with other organizations seeking to locate antennas within the city; provided, however, that the planning services department shall not, by sharing such information, be deemed to be in any way representing or warranting that such sites are available or suitable.

(d) *Co-location*.

(1) *Design and construction*. Monopoles shall be engineered and constructed to accommodate a minimum of two antenna arrays. Antenna support structures shall be engineered and constructed to accommodate a minimum of three antenna arrays.

(2) *Due diligence*. An applicant for construction of a monopole or antenna support structure shall demonstrate that it has made diligent but unsuccessful efforts to co-locate its antenna and associated equipment on an existing structure. Evidence submitted to demonstrate that no existing tower or other structure can accommodate the applicant's proposed antenna shall consist of the following:

a. No existing towers or structures are located within the geographic area required to meet the applicant's engineering requirements.

b. Existing towers or structures are not of sufficient height to meet applicant's engineering requirements.

c. Existing towers or structures do not have sufficient structural strength to support applicant's proposed antenna and related equipment.

d. The applicant's proposed antenna would cause impermissible electromagnetic interference, as determined by the FCC, with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference, as determined by the FCC, with the applicants proposed antenna.

e. The fees or costs required to share an existing tower or structure or to adapt an existing tower or structure for sharing are unreasonably high. Costs exceeding the expense of designing and constructing a new tower shall be presumed to be unreasonably high.

f. Property owners or owners of existing towers or structures are unwilling to accommodate the applicant's needs.

g. The applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable.

(e) *Height limitation*. Personal wireless towers shall not exceed the height limits established on the Airspace Height Limitation Zoning Map and in no case shall exceed a maximum height of 220 feet.

(f) *Aircraft hazard*. Communications towers shall not encroach into or through any established public or private airport approach path as established by the FAA. Each application to construct a communication tower shall include proof of application for approval from the FAA. Based upon the location or height of a proposed communications tower, the city may require a statement of no objection from the city airport director. A building permit for an approved communications tower shall not be issued until FAA approval is obtained.

(g) *Setbacks and separation*.

(1) Except as provided in subsection (2) below, the distance between the base of any communications tower and the nearest residential district or nearest lot line of any single-family, two-family or multifamily dwelling shall be at least equal to the height of the tower.

(2) The distance between the base of a communications tower and any single-family, two-family or multifamily dwelling located in the M-1 or M-2 district may be reduced to a specified amount if the applicant provides a certification from the tower manufacturer or a qualified engineer stating that the tower is designed and constructed in such a way as to crumple, bend, collapse or otherwise fall within the specified distance. In no event shall the distance between the base of a communications tower and the nearest residential lot line be less than 20 percent of the tower height.

(3) Proposed communications towers shall be separated from all other existing communications towers by a minimum of 1,000 feet as measured from the center base of the communications tower.

(h) *Plans approved*. No communications tower shall be installed, erected or constructed unless the plans therefor are approved by the Mayor or designee after consideration of the standards set forth in this section.

(1) *Submission of plans; review*. Prior to the issuance of a building permit, all plans for communications towers shall be submitted to the city. The Mayor or designee shall review plans according to the review criteria provided in this section.

(2) *Contents of the plans*. All plans shall show the following:

a. Location and approximate size and height of all buildings and structures within 500 feet adjacent to the site of the proposed communications tower.

b. Site plan of entire development, indicating all improvements including landscaping, screening, and any trees that are to be preserved.

c. Elevations showing all facades, indicating exterior materials and color of all communications towers on the site of the proposed communications tower.

d. Plans shall be drawn at a scale of at least 50 feet to the inch.

(3) *City staff approval of plans*. The Mayor or designee shall approve the plans if they find:

a. That the communications tower complies with all the requirements of this section;

b. That the lowest six feet of the communications tower shall be visually screened by trees, large shrubs, solid walls or fences and/or nearby buildings;

c. That the height and mass of the communications tower shall not exceed that which is essential for its intended use and public safety;

d. That the proposed communications tower has been approved by the FAA, if required;

e. That the owner of the communications tower has agreed to permit other persons to attach antennas and other communications apparatus that do not interfere with the primary purpose of the communications tower, provided that such other persons agree to negotiate a reasonable compensation to the owner from such liability as may result from such attachment;

f. That there exists no other communications tower that can reasonably serve the needs of the owner of the proposed communications tower;

g. That the proposed communications tower is not designed in such a manner as to result in needless height, mass and guy-wire supports;

h. That the color of the proposed communications tower shall be of such light tone as to minimize its visual impact, and blend into the surrounding environment;

i. That a security fence around the tower base or along the perimeter of the site shall be provided; and

j. That the proposed communications tower shall fully comply with all applicable building codes, safety codes, and local ordinances.

(4) *Consultant expense*. Costs incurred by the city for the use of outside consultants, both legal and technical, in the review of applications and plans for the installation of towers and antennas shall be reimbursed to the city by the applicant.

(i) *Removal of unused communications towers*. If a communications tower is no longer being used for its original intended purpose, the owner of the tower shall notify the city in writing within 30 days after the use of the communications tower ceases. A communications tower shall be considered abandoned if it has not been used for its original intended purpose for more than 180 days. The city may require the owner of any abandoned communications tower to remove the tower at the owner's expense within 30 days after written notice from the city. The owner shall restore the site to a condition as good as or better than its condition prior to construction of the tower. If the owner of an abandoned communications tower fails to remove the tower within ten days, the city may remove or demolish the tower and place a lien on the property for the amount required to reimburse the costs of demolition or removal.

(j) *Exemption*.

(1) *Siting on city property*. Personal wireless towers or personal wireless antennas to be located on city property or city-owned right-of-way shall be exempt from the provisions of this section, provided that the owner of the tower or antenna enters into a lease with the city providing for the payment of compensation and compliance with such conditions, including, without limitation, requirements for co-location and stealth technology, that the city deems reasonable in light of the character of the site and the surrounding area. If the city property is a public park, the city council shall consider the recommendation of the recreation board before entering into such a lease. The recreation board shall make its

recommendation to the mayor within 30 days of being advised that a public park is under consideration for siting such a facility.

(2) *Public safety facilities*. Any communications tower or antenna owned by a federal, state or local government agency, and used in connection with public safety services shall be exempt from the requirement of this section.

(3) *Amateur radio*. Any tower operated by a person holding a license issued under 47 CFR part 97, and used solely in connection with that license shall be exempt from the requirements of this section.

(k) *Inspections*. Each owner or operator of a communications tower shall provide the city a certified engineering inspection report on each tower it owns or operates every two years, and after the occurrence of an act of God, including, but not limited to, any hurricane, tornado, or lightning strike, certifying as to the safety of each tower.

(Code 1986, § 12-2-44; Ord. No. 27-98, § 2, 7-23-1998; Ord. No. 09-02, § 1, 3-14-2002; Ord. No. 12-03, § 2, 5-8-2003; Ord. No. 06-10, § 2, 2-11-2010; Ord. No. 16-10, § 207, 9-9-2010)

Sec. 12-6-28. Community residential homes

Community residential homes licensed by the state department of health and rehabilitative services are allowed as shown in the use tables in chapter 12-4 and shall meet the following distance requirements. Distances shall be measured from property line to property line. City council approval is required for any home not meeting the distance requirements.

(a) Homes with six or fewer residents shall not be located within 1,000 feet of another such home

(b) Homes with seven to 14 residents shall not be located within 1,200 feet of another such home in a multifamily district or within 500 feet of a single-family zoning district.

Sec. 12-6-29. Drive-through facilities

The following standards shall apply to all drive-through facilities, including but not limited to restaurants, banks, drug stores, car washes, and dry cleaners.

(a) On-site traffic circulation shall be designed in such a manner that no cars are stacked on any rights-of-way, drive aisles, or blocking any parking or loading spaces.

(a) Each stacking lane shall have a minimum width of nine feet. Each stacking space shall have a minimum length of 19 feet.

(b) All drive-through facilities shall provide a bypass lane, or safe means of egress around drive-through lanes.

Sec. 12-6-30. Electric and gas substations, sewer treatment plants, and other similar utility structures

The following provisions are applicable to electric and gas substations, sewer treatment plants, and other similar utility structures:

(a) Lots must conform to minimum area and yard requirements of the district in which they are located.

(b) Fences or walls at a minimum height of six feet must be installed and maintained to make the facility inaccessible to the public.

(c) Portions of properties not used for buildings, parking or related services must be maintained with natural ground cover.

(Code 1986, § 12-2-59)

Sec. 12-6-31. Food truck courts

(a) *Purpose*. The purpose of allowing food truck courts which provide parking pads for one or more mobile food trucks and may also include other site development features, such as parking and seating, is to allow for innovative development options within the commercial zoning district.

(b) *Permitted locations*. Food truck courts shall be allowed as noted in in the use tables in chapter 12-4, except that conditional use shall be required for the area between the eastern right-of-way line of Tarragona Street and western right-of-way line of Baylen Street and between the southern right -of- way line of Garden Street and the southern right -of -way line of Main Street for the principal purpose of selling merchandise, including food and beverage, from such vehicle with the exception of during the hours of Gallery Night and other special events or specified times as approved by the Mayor or designee.

(c) *General requirements*.

(1) *Site development requirements*. The development of the site shall comply with the requirements of the zoning district and any applicable overlay district, except for the following:

a. Food truck stalls and additional structures shall observe a minimum setback of ten feet from any side or rear property line, consistent with fire code requirements, regardless of any applicable landscape buffers or setbacks from a residential zoning district if required by this code.

b. Food truck stalls and additional structures shall be located at least ten feet from any other space or structure.

c. Drive-through services are prohibited.

d. Outdoor refuse and utilities, and storage areas shall not be allowed within 25 feet of the front property line and shall be screened per section 12-9-24.

(2) *Number of food truck parking pads*. A minimum of one stationary food truck pad shall be developed with each food truck court. The maximum number of mobile food truck pads shall be six.

(3) *Lot coverage, landscaping, and buffers*.

a. The maximum lot coverage for the mobile food truck pads, all structures, and defined outdoor dining areas shall be 50 percent.

b. In addition to the landscaping and buffer requirements set forth in chapter 12-8, when off-street parking is located at a street frontage, a year-round landscape hedge or low fence or wall along the street edge of the parking lot must be used as a means of buffering and subject to visibility triangle requirements in section 12-7-5.

(4) *Mobile food truck pad requirements*. Each food truck space shall provide the following:

a. A connection to a water source.

b. A connection to a sewer system and a grease trap or a gray-water system with off-site disposal.

c. A solid surface pad measuring at least ten feet in width and 20 feet in length.

(5) *Restrooms*. Permanent restrooms are required as part of the food truck court. This facility must be within the same parcel as the mobile food truck pad(s). The minimum requirement shall be two stalls each for male and female.

(6) *Seating*. At least one table, with a minimum of four seats per table, shall be required for every mobile food truck pad.

(7) *Exterior design*.

a. Architectural design and building elements. All buildings and structures shall follow design standards and guidelines in chapter 12-5, article I and shall strive to achieve visual harmony with the surrounding area. Fences shall comply with section 12-6-5. If located in a district subject to architectural review board or planning board review, or located in the CRA Urban Design Overlay, the project shall be subject to the standards applicable to the relevant district.

b. Fencing and screening. Approved materials include wood, brick, stucco finished masonry, stone, or wrought iron, and combinations of these materials. Black powder-coated chain-link fences will be permitted if screened in their entirety by appropriate vegetation. Exposed concrete block and barbed wire are prohibited. All service areas (i.e. trash collection containers, compactors, etc.) shall be screened from street and adjacent buildings by a fence, wall, and/or vegetation.

(8) *Food truck requirements*.

a. Each food truck must meet the requirements of the Florida Fire Prevention Code, NFPA 1, section 50.8 Mobile and Temporary Cooking Operations, to be enforced by the city.

b. A copy of the Commissary Agreement should be maintained on the food truck or mobile food vending establishment.

c. The food truck owner should obtain a license from the Department of Business and Professional Regulation (DBPR), then an inspection from the fire department before obtaining a city business tax receipt (BTR).

d. Each food truck operating on the site is required to have a city BTR, business tax receipt, but is not required to obtain any other city permits or licenses.

e. A copy of the appropriate license(s) from the Florida Department of Business and Professional Regulation (Division of Hotels and Restaurants) shall be maintained on the food truck or mobile food vending establishments at all times along with a copy of a valid city business tax receipt when the vehicle is in operation in the city, and shall be made available for inspection upon request by the city's law or code enforcement officers.

f. If a gray-water system is to be used, a contract for off-site disposal must be made available upon request.

(9) *Alcohol*. If alcohol is to be sold on-site, the provisions within chapter 7 shall apply.

(Ord. No. 09-23, § 1, 8-17-2023)

Sec. 12-6-32. Junkyards

(a) The minimum lot or parcel area shall be one acre.

(b) No junkyard shall be located closer than 100 feet to a residence or residential, RO, or R-NC district, measured from property line to property line or district boundary.

(Code 1986, § 12-2-60; Ord. No. 6-93, § 17, 3-25-1993)

Sec. 12-6-33. Live-Work

A maximum of 60 percent of the floor area of the residential building on the lot may be used for retail sales, limited to those uses listed as conditional uses in the HR-2 district. Two nonfamily members shall be allowed as employees and a sign for the business not to exceed three square feet shall be allowed. Live-work units are subject to the live-work standards of the Florida Building Code.

Sec. 12-6-34. Manufactured homes

(a) *Placement of manufactured homes*.

(1) In addition to the districts listed in the use tables in chapter 12-4, Manufactured home units shall be permitted in approved mobile home parks existing as of May 1, 1991, and in approved manufactured home parks. An existing manufactured or mobile home may be replaced by a manufactured home on property zoned M-1 of M-2 industrial district.

(2) Temporary manufactured homes are permitted as described below:

a. *Emergency circumstances*. In the event of an emergency, the temporary use of a manufactured home as living quarters located on the property involved in the disaster shall be permitted in order to protect said property, but only after city council approval and for a period not to exceed 120 days to be set at the council's discretion. Thirty-day extensions of this permitted temporary use may be granted at the discretion of the council.

b. *Emergency health situation*. The temporary use of a manufactured home shall be permitted in any area when specifically authorized by the council after it has determined that an emergency health situation exists and for the period of time necessary, depending upon the circumstances surrounding the emergency health situation. The use of said manufactured home shall be immediately terminated upon abatement of the circumstances that caused the emergency to exist. In making its decision whether to allow the temporary use of a manufactured home, the city council shall take into consideration the objections, if any, of the surrounding neighbors and the availability of utilities in proximity to the proposed location.

c. *Caretaker in M-1 and M-2 industrial districts*.

1. The temporary use of a manufactured home is permitted on property zoned M-1 and M-2 only for the purpose of housing a guard or caretaker for the property in question.
2. The permission given above shall be deemed to be temporary only, and any such manufactured home shall be removed by the party who placed it thereon at any time that the city council deems it to be in the best interest of the public to do so.

(b) *Storing or parking of manufactured homes*. A manufactured home shall not be stored or parked on any public street or alley or in any district other than in an approved mobile home park.

(c) *General regulations for manufactured homes on individual lots*.

(1) There shall be no more than one manufactured home per lot.

(2) All manufactured homes units shall meet the permanent foundation, anchoring and other rules, as contained within the Florida Administrative Code, including use of a permanent perimeter underfloor enclosure. All transportation equipment must be removed.

(3) City permits must be obtained and inspections performed for on-site installation of manufactured homes and any structural alterations or repairs. Permits are required for additions to the manufactured homes and any accessory structures. All structural alterations and repairs, and construction of additions and accessory structures must be built to the Florida Building Code.

(4) Manufactured homes must construct a permanent perimeter structural system completely enclosing the space between the floor joists of the home and the ground except for required openings for ventilation and access.

a. Foundation siding/skirting and back up framing shall be weather-resistant and must blend with the exterior siding of the home.

b. Below grade level and for a minimum of six inches above finish grade the materials shall be unaffected by decay or oxidation.

Sec. 12-6-35. Manufactured home parks

(d) Site *size*. A manufactured home park shall have a minimum of 1½ acres and contain a minimum of ten manufactured home spaces.

(e) *Plans and specifications.* Complete plans and specifications of all manufactured home parks shall be submitted to the building official prior to construction. These plans shall include area and dimensions of land to be developed, park layout, number and size of manufactured home spaces, location and width of roadways and walkways, buildings to be constructed, water and sewerage facilities and any other information required by the building official. All construction shall conform with city codes where applicable and shall require the approval of the city engineer and the building official.

(f) *Development standards*.

(1) No manufactured home or attached structure shall be located closer than 25 feet to the property lines of the manufactured home park or public right-of-way.

a. Front yard: minimum of 20 feet.

b. Side yard: minimum of five feet.

c. Rear yard: minimum of 15 feet.

(2) Density shall not exceed 17 manufactured home units per acre.

(3) No manufactured home in a park shall be allowed direct access to a public street. All lots in a manufactured home park must have access from a private street that shall comply with regulations established in chapter 12-7.

(4) Manufactured home parks shall be screened from view according to the following requirements: screen of vegetation and/or opaque fence six feet in height shall be provided and maintained around the perimeter of the park. Where vegetation is used as a screen, such vegetation shall be at least three feet in height when planted.

(5) Manufactured home parks with ten or more units shall retain an area of not less than five percent of the gross site area devoted to recreational facilities, generally provided in an area accessible to all property owners.

(6) Each manufactured home shall be independently served by separate electric, gas and other utility services.

(7) A minimum of one off-street parking space shall be required for each manufactured home.

(8) If the manufactured home park management allows fences for individual lots, these fences shall comply with regulations established in section 12-6-5.

(9) Storage of recreational vehicles shall be allowed only on sites reserved for such storage within the manufactured home park.

(Code 1986, § 12-2-62; Ord. No. 35-92, § 1, 10-22-1992; Ord. No. 8-99, § 6, 2-11-1999)

Sec. 12-6-36. Mobile homes

(a) Mobile homes are not permitted in any location other than approved mobile home parks existing on or before May 1, 1991.

(b) A mobile home shall not be stored or parked on any public street or alley or in any district other than in an approved mobile home park.

(Code 1986, § 12-2-63)

Sec. 12-6-37. Nonresidential parking in residential zoning districts

Accessory off-street parking facilities serving nonresidential uses located in RO, PR-2, R-NC, R-NCB, C-1, PC-1, C-2, C-3 or SSD zones may be permitted in residential districts as shown in the use tables in chapter 12-4if the property is contiguous to a commercial zoned area or separated from it by an alley. The parking facilities are subject to the following standards and development plan review:

(a) The parking lot shall be accessory to, and for use in connection with one or more existing nonresidential establishments located in adjoining districts or in connection with one or more existing professional or institutional office buildings or institutions. In the event that the use of the professional or institutional office building or institution or other nonresidential establishment changes or is abandoned for a period of not less than 180 days after the special use is approved, said approval will terminate automatically. This provision is in no way intended to prohibit the property owner from applying for approval for the changed use pursuant to applicable provisions of this Code.

(b) Said parking lot shall be used solely for the parking of vehicles. These vehicles shall be those of the customers and employees of the adjacent business.

(c) No commercial repair work or service of any kind shall be conducted on said parking lot.

(d) Parking lot plans are to be reviewed and approved by the city engineer. The city engineer shall base his or her approval of the plans upon sound engineering principles as well as the safety and general welfare of the citizens of the city.

(e) No sign of any kind other than signs designating entrances, exits, and conditions of use shall be maintained on said parking lot, and said sign shall not exceed 20 square feet in area.

(f) Said parking lot shall not encroach more than 150 feet into the residential zone.

(g) In addition to the foregoing requirements, such parking lots shall conform to the parking and landscaping requirements of chapters 12-7 and 12-8.

(Code 1986, § 12-2-64; Ord. No. 29-93, § 22, 11-18-1993; Ord. No. 3-94, § 7, 1-13-1994)

Sec. 12-6-38. Schools and educational institutions

(a) The minimum lot area shall be one acre for every 100 students for kindergarten through high school institutions.

(b) Loading and unloading facilities shall be provided on the premises for distribution of goods by motor vehicle. No motor vehicle shall be allowed to extend onto a public street or sidewalk while loading or unloading.

(c) Facilities must be provided for off-street bus loading and unloading of students. Use of the street right-of-way may be allowed if a license agreement is executed with the city.

(Code 1986, § 12-2-65; Ord. No. 6-93, § 19, 3-25-1993; Ord. No. 29-93, § 23, 11-18-1993)

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CHAPTER 12-7. STREETS, PARKING, AND LOADING

ARTICLE I. STREETS

New public or private streets, rights-of-way, pedestrian ways, bikeways and driveway approaches shall be designed in accordance with the requirements of this article. Additionally, whenever existing public or private streets, rights-of-way, pedestrian ways, bikeways, or driveway approaches abutting a development do not meet the requirements of this article, the Mayor or designee may require that they be improved to conform to these requirements at the applicant's expense. See section 12-9-5 for street layout standards within new subdivisions.

The following regulations and guidelines take into consideration the characteristics of the city's historic districts, where the original driveways were most likely unimproved and sidewalks were typically constructed of brick, cobblestones, or small concrete pavers.

Sec. 12-7-1. Complete streets

(a) *Purpose*. The city's goal is to achieve an integrated and connected multimodal transportation system of complete streets serving all users within all neighborhoods. Toward this end, the city is committed to the following:

(1) As new streets are created and existing streets are updated, they shall be brought closer to providing safe access for all the categories of users as identified in the "Complete Street" definition (chapter 12-2).

(2) New and improved streets shall strive to create a network of continuous bicycle- and pedestrian-friendly routes, including routes connecting with transit and allowing for convenient access to places such as work, home, commercial areas, and schools.

(3) The city commits to coordinating with adjacent jurisdictions and any other relevant public agencies, including Florida-Alabama Transportation Planning Organization to ensure, wherever possible, the network of continuous bicycle- and pedestrian-friendly routes extends beyond the city's boundaries into adjacent jurisdictions.

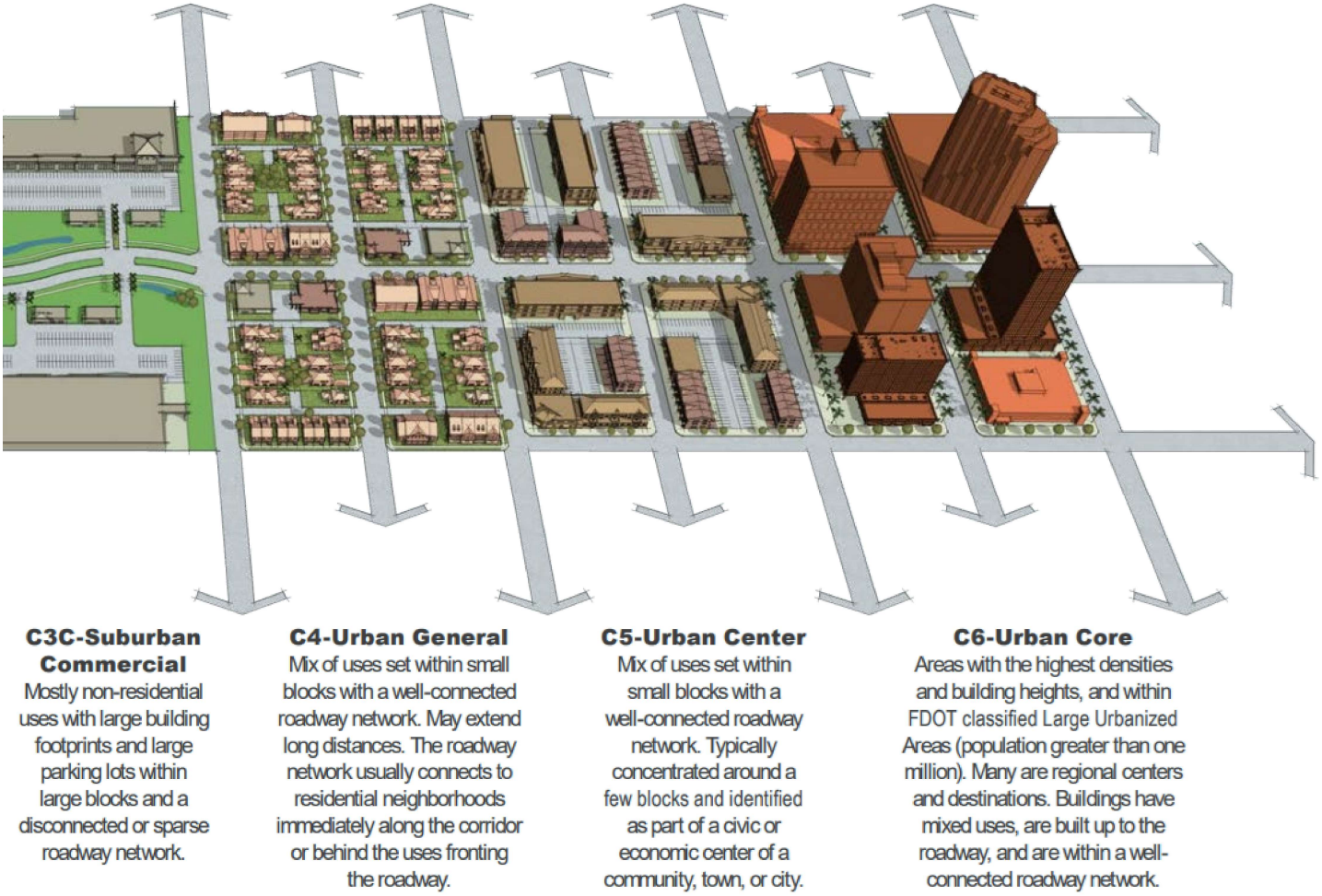
(4) All complete streets projects shall reflect the context and character of the surrounding built and natural environments and enhance the appearance of such. At the planning stage, the city shall work with local residents, business operators, neighboring jurisdictions, school districts, students, property owners, and other stakeholders who will be directly affected by a complete streets project to address any concerns regarding context and character.

(b) *Street classification*. In order to implement a complete street system, the context classification system, as developed by FDOT and described within the FDOT Complete Streets Manual, is hereby adopted to identify place and guide streets and other transportation features, and to allow transportation to support adjacent land uses. See figure 12-7.1 depicting context classification zones. Streets within the CRA Urban Design Overlay District (CRAUDOD) shall be classified as specified in Table 12-7.1.

Table 12-7. 1. Zoning to Context Classification Translation

Context Classification (FDOT) Zone	Zoning District
C4 - Urban General	RL-3 through RO
C5 - Urban Center	R-NC through C-3
C3C - Suburban Commercial	Segments within C-3 that abut M-1 and M-2

Figure 12-7. 1. Context Classification Zones Illustrated



(c) *Exemptions*. A specific category of user may be excluded from the requirements of this section only if one or more of the following exceptions apply:

(1) Use of the roadway is prohibited by law for the category of user (e.g., pedestrians on an interstate freeway, vehicles on a pedestrian mall). In this case, efforts shall be made to accommodate the excluded category of user on a parallel route.

(2) The cost would be excessively disproportionate to the current need or future need over the next 20 years.

(3) An exception shall be granted if the request is submitted to the city in writing, with supporting documentation, and is approved by the Mayor.

(d) *Annual monitoring*. The City will generate an annual report of all complete streets plans, improvements, and activities for public review and dissemination.

(e) *Appropriations*. Nothing in the complete streets program shall operate to require appropriation unless otherwise separately approved by the city council according to its standard appropriations process.

Sec. 12-7-2. Public streets

All streets and public ways shall be designed, paved and curbed in accordance with standards established in this chapter complemented by the standards found in the Florida Greenbook, chapter 19, Traditional Neighborhood Design. Where conflicts arise, the city engineer will determine which standard prevails based on context.

(a) *Right-of-way construction*. Nothing shall be constructed within the city's right-of-way without first obtaining either a right-of-way permit or a license-to-use permit (LTU). Any work done in the city's right-of-way must meet the specifications of the city engineer and the city's standard details. It is the responsibility of the individual to ensure that they have the most recent city standard detail.

(b) *Right-of-way and lane width*. Street right-of-way widths shall be no less than the following:

Street Type	Right-of-Way (feet)	Pavement width (feet)
Arterial	100	Per Mayor or designee.
Minor arterial	60 (50 feet with two five-foot sidewalks provided within right-of-way)	35
Collector	80	24
Marginal Access	40	24
Local	(1)	20-25 mph: 10’ per lane 30-35 mph: 11’ per lane
Alley in commercial or industrial areas	24	20
Alley in residential areas	16 for one-way 24 for two-way	12 for one-way 20 for two-way

(1) The minimum right-of-way width shall be adequate to accommodate the required lane width in addition to landscape strips and sidewalks as required in this chapter.

(c) *Additional improvements for existing thoroughfares*. Where an existing arterial or collector lying within or abutting a proposed development requires construction of additional lanes or other improvements to meet the standards, the amount of construction required (or money escrowed) for such improvements shall be commensurate with the impact of the proposed development.

(d) *Missing arterial or collector links*. Where there are missing segments in the arterial or collector system or new arterials or collectors are to be constructed that are designated in the comprehensive plan, such segments lying within or abutting the proposed development shall be improved (or money escrowed in an appropriate manner) by the developer along with other required improvements. Where such construction creates undue hardship in a particular case, appeals are available in accordance with chapter 12-3.

(e) *Traffic control devices*. Intersection improvements and traffic control devices such as acceleration, deceleration, and turning lanes, signalization devices, and other traffic control devices required by the development shall be installed at the developer's expense in accordance with the State of Florida Manual for Uniform Traffic Control Devices.

(f) *Improvements required to nearest acceptable paved public street*. Each development shall abut, or have as its primary access from, a street improved to the minimum requirements of the city. Wherever the abutting street does not meet these requirements, the developer shall construct the street along the development and to the nearest structurally acceptable paved public street as determined by the city engineer.

(g) *Street cut and patch*. The cut and patch of city streets shall comply with the city standard cut and patch detail. Should there be multiple adjacent patches, the entire road (width and length) shall be milled and overlaid in accordance with the city standard cut and patch detail. The contractor shall provide density testing results from a certified geotechnical laboratory for each cut and patch inspection prior to final approval.

Sec. 12-7-3. Public access to the shoreline

All extensions of street rights-of-way that are perpendicular to or otherwise intersect water bodies within the city shall be reserved for public use unless officially vacated by city council action. No private access or use will be permitted across an unimproved public right-of-way, or extension thereof, that terminates at a body of water. Any exception shall require the approval of city council based upon the following criteria:

(a) Availability of alternative access or given the lack of an alternate means of access, a proposal that is minimally intrusive.

(b) Current and anticipated use of the right-of-way.

(c) Need for public access to the water body in the general vicinity.

(d) Unique environmental factors that impact the right-of-way or the surrounding area.

Sec. 12-7-4. Private streets

Private streets may be constructed in residential and nonresidential developments and subdivisions provided they meet the following standards.

(a) Private streets shall be constructed solely at the expense of the developer or the homeowners' association and shall have a hard surface travel way of a minimum of 12 feet per travel lane and a minimum of two lanes per street, or 24 feet of pavement in a two-way street. Narrower pavement widths may be approved by the city engineer.

(b) Private streets shall be contained within a private ingress and egress easement, private right-of-way, or private common area of sufficient width to contain the roadway, sidewalks and any utilities.

(c) Private streets shall be designed and constructed in accordance with the requirements of this chapter and chapter 12-9 where a subdivision is involved.

(d) The owners of a development that includes private streets shall utilize one of the following options for ownership and maintenance of the private streets:

(1) Establish an association or nonprofit corporation of all individuals and entities owning property within the development.

(2) The owner retains ownership control of such area and is made responsible for the maintenance thereof.

(3) Any other method proposed by the owner that is acceptable to the city. Said proposed alternative method shall serve the purpose of providing for the ownership, use, and maintenance of the private streets.

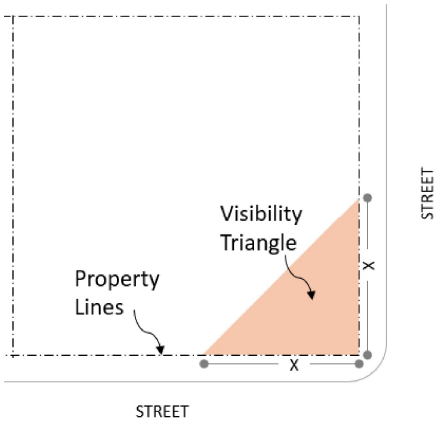
(e) Capital improvements and maintenance of existing unimproved rights-of-way not included in the City's Capital Improvement Plan shall be the responsibility of the applicant or property owner. Under no circumstances shall the City assume maintenance responsibility for unimproved rights-of-way.

Sec. 12-7-5. Visibility triangle

(a) *Location and general provisions*. On every corner lot, whether abutting a public or a private street, the triangle formed by the street right-of-way lines and a line connecting points located 30 feet from their intersection (depicted as X in Figure 12-7.2) shall be kept clear of any structure, solid waste container, parked vehicle, major recreational equipment, or planting that would obstruct lateral visibility. This requirement shall not generally apply to tree trunks (but does apply to branches or foliage) or to posts, columns, or similar structures with a cross-section diameter of one foot or less. The same visibility requirements apply to the intersection of driveways and streets.

(b) *Vertical clearance*. Lateral vision shall be maintained between a height of three feet and eight feet above the average elevation of the existing surface of both streets measured along the centerlines adjacent to the visibility triangle.

Figure 12-7. 2. Visibility Triangle



(c) *Exemptions*.

(1) The C-2A and HC-1 zoning districts shall be exempt from the visibility triangle provision.

(2) In the GRD-1 district, only fences along streets intersecting 9th Avenue are subject to the visibility triangle provisions. All other fences int eh district are exempt.

(3) Lots of record may be exempt from the visibility triangle provision upon approval by the City Engineer.

(4) Transparent fences, including chain-link, wrought iron, and similar materials that provide a minimum transparency of 75%, shall be exempt from the visibility triangle provision.

(d) *Hardship determination*. If the city engineer and planner determine that the visibility triangle required by this section would create a hardship because of the unique and particular circumstances or needs resulting from the size, configuration or location of the site or for the renovation of existing structures or vehicular use areas, the above stated city staff may approve a visibility triangle of no less than 15 feet from the intersection.

Sec. 12-7-6. Sidewalks and trails

As part of the city's commitment to complete streets, all streets within the city must have a sidewalk. Existing sidewalks shall be preserved, unless they require replacement as noted below.

New sidewalks shall be designed and constructed to meet the provisions of this article and the Florida Green Book. Nothing in this section shall be construed to require the removal or widening to meet the standards of this article, except when the existing sidewalk is in a deteriorated condition or when sidewalk improvements are required as part of a development project.

(a) *Minimum width*. Except as noted below, all new development and redevelopment (substantial improvement to a site as defined in chapter 12-2) shall provide a minimum six-foot-wide sidewalk with wheelchair ramps, where applicable, in the right-of-way adjacent to the proposed project. Proposed sidewalks shall be designed and constructed in accordance with the Florida Accessibility Code, city standards, and any other state laws applicable to sidewalk design and construction. In addition, the physical location of the proposed sidewalks shall be depicted on the site plans submitted to the city. Where there is no adequate space within the right-of-way to accommodate the required sidewalk, development applicants may install the sidewalk partially or fully on private property by dedicating an easement to the city.

(1) Sidewalks on the following streets shall be 15 feet wide:

a. On both sides of Palafox Street, from the north side of Garden Street to the south side of Wright Street;

b. On both sides of Garden Street, between Tarragona Street on the east and Spring Street on the west.

(2) Sidewalks on the following streets shall be ten feet wide:

a. On both sides of Palafox Street, between the north line of Hickory Street and the south line of Garden Street;

b. On the north side of Wright Street, from Palafox Street to Hayne Street;

c. On the south side of Wright Street, from Palafox Street to Alcaniz Street.

(3) Sidewalks on the following streets shall be eight feet wide:

a. On both sides of Palafox Street, between Wright Street and DeSoto Street;

b. On both sides of Government Street, between Baylen Street and Adams Street;

c. On the north side of Zarragossa Street, between Palafox Street and Tarragona Street;

d. On the south side of Zarragossa Street, between Palafox Street and Barracks Street;

e. On both sides of Garden Street, west of Spring Street and east of Tarragona Street.

(b) *Sidewalk materials*.

(1) In the historic zoning districts, sidewalks shall be constructed of the following materials, or combination of materials:

a. Brick pavers;

b. Concrete pavers;

c. Poured concrete stamped with an ornamental pattern;

d. A combination of concrete with brick or concrete paver bands along the edges of the sidewalk. This combination may also include transverse brick or concrete paver bands spaced at regular intervals.

(2) In the Gateway redevelopment district, sidewalks shall be constructed of concrete, a combination of concrete and either brick, concrete pavers or concrete poured and stamped with an ornamental pattern or smooth finish.

(c) *Connecting the public sidewalk to the building*. Walkways shall be provided from the public sidewalk to the front entrance of the building.

(d) *Sidewalk modifications.* Modifications to sidewalks, their required location, and curb requirements, are permitted to facilitate the preservation of any protected tree.

(e) *Damaged sidewalks*. Existing sidewalks that are damaged during development or redevelopment shall be repaired or replaced by the developer. Damaged sidewalks and sidewalks that are not in compliance with the American with Disabilities Act (ADA) standards may be replaced with concrete if not located within a historic district.

(f) *Trails*. If a development or redevelopment is located on a street noted as having a priority for trail/protected bike lanes in the Active Transportation Plan, the developer shall install a trail instead of a sidewalk. All trails shall be a minimum of ten feet in width. Where the right-of-way does not have adequate space to accommodate the required trail, development applicants shall be required to dedicate an easement to the city. The city engineer may allow a trail width to eight feet along constrained roadways.

Sec. 12-7-7. Landscaping strip

(a) *Designation*. The landscaping strip is the portion of the street right-of-way between the sidewalk and the curb.

(b) *Use*. Landscaping strips shall be used exclusively for planting trees, grass, and shrubbery and for the placement of streetlights and similar street furniture. In commercial areas, the landscaping strip may be paved with the same material as the sidewalk, constructed to conform to the sidewalk, and used for the installation of streetscape furniture.

(c) *Placement of trees and poles*. In landscaping strips with a width of six feet or more, poles and trees shall be planted three feet from the sidewalk; in strips less than six feet, trees must be planted in the center.

(d) *Crosswalks, driveways*. Nothing in this section shall be construed to prevent the building of one permanent crosswalk for each main entrance to each property and one driveway as may be required to each property.

Sec. 12-7-8. to 12-7-9. Reserved

ARTICLE II. SITE ACCESS

Whenever a building site requires vehicular access from an arterial or collector street as designated on the city's adopted Future Traffic Circulation Map, the development shall be designed in accordance with the requirements of this section.

Sec. 12-7-10. Curb cuts

(a) *Curb-cut spacing*.

(1) Along local streets, the minimum distance between curb cuts located on any single property shall be 42 feet.

(2) Along collector and arterial streets, curb cut spacing shall be based upon the posted speed of the thoroughfare, whether or not such curb cuts are located on the same property, in accordance with the following schedule:

Posted Speed	Minimum Spacing
30 mph	125 ft.
35 mph	150 ft.
40 mph	175 ft.
45 mph	200 ft.
50+ mph	250 ft.

(3) Lots with a width of 42 feet or less shall be limited to one driveway and curb cut.

(b) *Spacing reductions*. Where the existing configuration of properties and curb cuts in the vicinity of the building site precludes spacing of a curb cut access in accordance with the schedule above, the city engineer shall be authorized to reduce the spacing requirement if the following conditions are met:

(1) Wherever feasible, the city engineer shall require the establishment of a joint-use driveway serving two abutting building sites, with cross-access easements provided;

(2) The property owner shall agree to close and eliminate any pre-existing curb cuts on the building site after the construction of both sides of the joint-use driveway; and

(3) Where feasible, the building site shall incorporate unified access and circulation in accordance with the requirements of section 12-7-12.

(c) -*Number of curb-cuts*.

(1) *Mid-block sites*: Except where specific approval is granted as provided above, there shall be no more than two curb cuts for the use of any single property fronting any single local street, and no more than one curb cut for the use of any single property fronting on any single arterial or collector.

(2) *Corner properties*. Where property is located on a corner lot fronting more than one street, not more than one curb cut for the benefit of such property shall be made on each street except where specific approval is granted as provided above. Additionally, no curb cuts or driveways shall be constructed or maintained on the radius of any curved curbing nor closer to the point of curvature than 15 feet on a local street and not within 30 feet on the point of curvature of an intersecting arterial or collector street.

(3) *Historic and redevelopment districts*,

a. *Historic districts*: Unless otherwise approved by the architectural review board, each building site shall be allowed one access drive to a parking lot, except as noted below.

b. *GRD district*: Each lot, tract, or parcel under single ownership along Gregory Street, Chase Street, Alcaniz Street, 9th Avenue and 14th Avenue shall not exceed two vehicular access points per street footage provided driveway spacing standards can be met pursuant to this article.

c. *GRD-1 district*: Vehicular access shall be allowed as indicated in the Aragon Design Code.

d. *WRD and WRD-1 districts:* The number of access points shall not exceed two per street frontage for each lot, tract, or parcel under single ownership.

e. *Bayfront Parkway*: No new access drives to parking lots may be permitted directly from Bayfront Parkway in a historic or redevelopment district where alternative access from the inland street grid is available.

f. *Airport development corridor overlay*. One per street frontage for each lot tract or parcel under single ownership. In the event that more than one access point is necessary for vehicular safety or engineering reasons a maximum of two access points on one street frontage will be permitted.

g. *South Palafox business district*. Two access points per street frontage for each lot, tract or parcel under single ownership. One additional access may be permitted for each 50 feet of street frontage in excess of 100 feet.

(d) *Curb cut setbacks*.

(1) No curb cut shall be made within three feet of a drainage inlet.

(2) No curb cut for a driveway approach shall be made within one foot of the extended side property line of the property to be serviced by the driveway unless a joint-use driveway for the two adjoining properties shall be located on the common property line by written agreement running with the land, recorded in the public records of the county and signed by all the owners of the adjoining property using the common driveway. The execution of the said agreement must be notarized.

(e) *Vehicular access for multifamily and non-residential developments*. Direct or indirect vehicular access from multi-family and non-residential uses to local residential streets shall not be permitted, other than from corner lots, when adequate access is available from either collector or arterial streets. This provision does not apply to individual triplex and quadruplex lots.

(f) *Authority to alter curb cuts*. Where the public's use, convenience, or necessity requires it, the city engineer shall have the authority to require the owner or agent in charge of property adjacent to a curb to modify the curb cut as reasonably necessary under the circumstances. Written notice of the required modification shall be served in accordance with applicable legal requirements and shall direct the permit holder to comply within 30 days of receipt.

(g) *Duty to repair and replace*. Any existing curb or sidewalk along the frontage of a parcel that is damaged before or during construction shall be repaired or replaced by the property owner during construction.

Sec. 12-7-11. Driveways

(a) *Driveway width*. Driveway approaches shall conform to the following requirements:

	Minimum Driveway Approach Width (feet)	Maximum Driveway Width (feet)
Single-family, duplex, triplex, and quadruplex		
- Driveway	12; 10 in the CRAUDOD	24
- Joint-use driveway	20; 10 in the CRAUDOD	24
Multifamily and nonresidential	12	40; 24 in the CRAUDOD

(b) *Sidewalk section*. All driveway approaches constructed in areas of the city with existing or required sidewalks shall contain a sidewalk section of the width and grade and minimum construction standards established by the city for sidewalks in such areas.

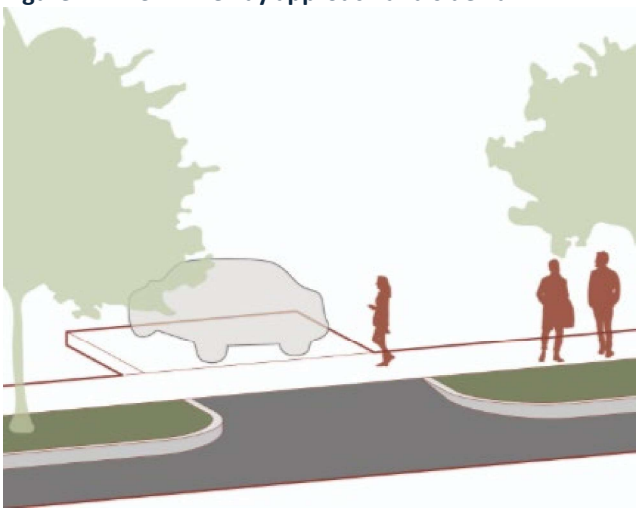
(c) *Driveway approach*. Where a landscape strip of at least five feet exists, driveway approaches (aprons) shall not be permitted to interrupt the sidewalk. The sidewalk shall remain leveled and unobstructed (see Figure 12-7.3).

(d) *Pavers*. Any new pavers to be set in the city right-of-way shall be underlain with six inches of concrete.

(e) *Removal*. All existing driveways or aprons not being reused shall be removed from the site and the curb restored.

(f) *Driveway materials*:

Figure 12-7. 3. Driveway approach and sidewalk



(1) Unless otherwise approved by the architectural review board, each building site within a historic zoning district shall be allowed one driveway or standard concrete ribbons.

a. The right-of-way shall be concrete or pavers underlaid with concrete.

b. From the street pavement edge to the building setback, the only materials allowed shall be shell, brick, concrete pavers, and approved stamped concrete or #57 granite or marble chips.

(2) Driveways in the GRD-1 zoning district shall meet the following.

a. Driveway material shall be concrete or pavers underlaid with concrete.

b. From the street pavement edge to the building setback the only materials allowed shall be brick, concrete pavers, or approved stamped concrete or poured concrete.

Sec. 12-7-12. Unified access and circulation.

The Mayor or designee shall be authorized to designate cross-access corridors on properties adjacent to arterial or collector streets. Such designation may be made in connection with the approval of any site plan within the affected area, or as part of an overall planning program. The Mayor or designee shall be authorized to modify the requirements of this subsection where it is determined

that abutting properties have been so developed that it is clearly impractical to create a unified access and circulation system within part or all of the affected area.

Sec. 12-7-13. North 9th Avenue Corridor Management Overlay District Standards

(a) *Access management*. In keeping with the district's goal of access management of vehicular traffic, each nonresidential lot or parcel under single ownership must address access management objectives in its initial site plan.

(b) *Driveway separation*. In the interest of vehicular safety, traffic circulation, and roadway level of service (LOS), driveways to nonresidential parcels of property must be at least 245 feet from the next adjacent driveway in either direction. This requirement can be accomplished by one of the following methods:

(1) A property owner requesting approval of nonresidential use shall own a sufficiently sized parcel of land so as to gain the required frontage on North 9th Avenue to meet the 245-foot spacing requirement.

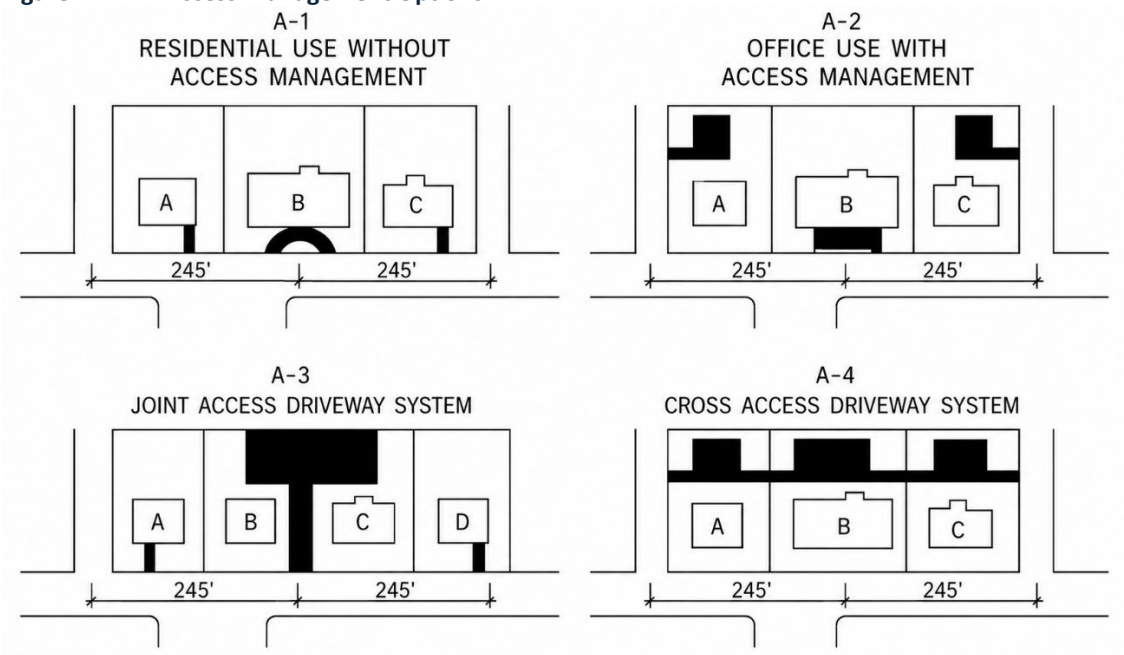
(2) A property owner may assemble multiple parcels of land so as to achieve the 245-foot spacing requirement.

(3) In the event that the 245-foot spacing requirement cannot be met on an individual parcel, one driveway will be allowed; however, an access management plan incorporating the concept of shared driveways with adjoining parcels that will accomplish this spacing requirement must be submitted to, and approved by, the planning staff.

Under this scenario, existing driveways will be designated interim driveways until such time as shared access development plans can be completed and shared driveways are constructed. To accomplish this objective, property owners must submit an easement allowing cross access to and from other properties served by joint and cross access drives and an agreement within their deed that the remaining access rights will be relinquished to the city and that preexisting driveways along the thoroughfare will be closed and eliminated after construction of the joint access system. These easements will be recorded by the city in the public records of the county and be kept on file in the city's planning services division. A joint maintenance agreement should also be established in order to define the maintenance responsibilities of the property owners. See figure 12-7.4.

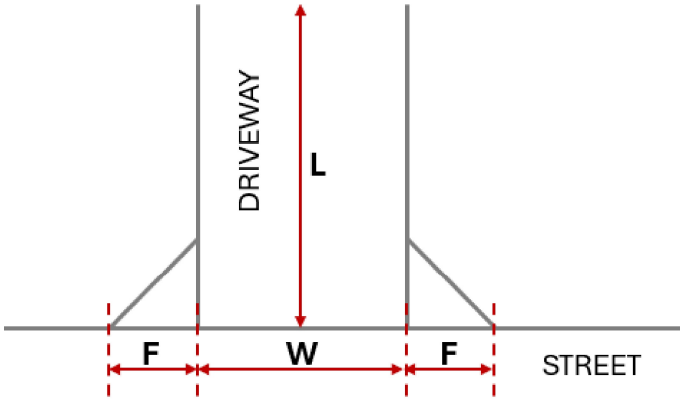
Unless the minimum spacing requirement of 245 feet between connections can be met, parcels located on corner lots shall use the side street for full-access connections and have limited access to North 9th Avenue. Direct access to North 9th Avenue shall be allowed in the form of directional openings designed to enhance the safety and operation of the roadway. Driveway connections on corner side streets shall provide a corner clearance of 120 feet from the travel lane of North 9th Avenue. This distance may be reduced if the depth of the lot cannot support this distance or if the location is within a primary portion of the lesser classified roadway and could pose a conflict or nuisance with the surrounding existing residential uses, such as in the case of direct alignment with an existing residential driveway or dwelling.

Figure 12-7. 4. Access Management Options



Driveway design. In order to permit a safe transition from the roadway to the site, two-way driveways must have a minimum width (W) of 24 feet and a maximum of 36 feet and a minimum flare (F) of ten feet on both sides in accordance with Florida Department of Transportation Standard Index 515, Roadways and Traffic Design Standard Indices, latest edition. Further, to prevent the stacking of vehicles on the roadway, driveways should have a minimum length (L) of 36 feet from the edge of the roadway to the beginning of the parking area for business developments. See figure 12-7.5 below. As long as the roadway remains under FDOT maintenance, a copy of the FDOT Pre-Application Meeting Notes should be provided to the city during the site plan submittal process to allow staff to review for consistency with the state requirements as well as city standards.

Figure 12-7. 5. FDOT Driveway Design Standards



Sec. 12-7-14. to 12-7-19. Reserved

ARTICLE III. OFF-STREET PARKING

Sec. 12-4-20. Intent

The intent of these standards is to guide the placement and design of parking facilities. Vehicular parking areas should be carefully integrated into the development to avoid the negative impacts on the pedestrian environment.

Sec. 12-7-15. Applicability

Off-street parking is required in all zoning districts, except as provided in this article.

(a) The number of off-street parking spaces provided for buildings constructed prior to October 13, 1994, shall be deemed in compliance with the requirements of this Code, for as long as the same land use is maintained within the same building footprint.

(b) Effective October 13, 1994, off-street parking requirements set forth in this article shall be required for the following development or redevelopment activities except as specifically exempted in this code:

(1) New construction.

(2) Construction of an addition to an existing building. Whenever a building is enlarged or increased in floor area, number of dwelling units, seating capacity, intensity, density or in any manner so as to create a need for a greater number of parking spaces than currently existing, such additional spaces must be provided in accordance with this chapter. The required number of additional parking spaces must be provided concurrently with the building enlargement. In the event that additional parking spaces are required, and the resulting number of spaces required for the whole building (existing and new) exceeds ten spaces, the entire parking lot shall comply with the provisions of this chapter.

(3) A change in land use in an existing building or portion of a building. Whenever a land use is changed to another land use requiring a greater number of parking spaces than that existing, such additional spaces must be provided in accordance with this chapter. The required number of additional parking spaces must be provided concurrently with the change in land use. In the event that additional parking spaces are required as a result of a change in land use for buildings constructed prior to October 13, 1994, the entire number of required parking spaces for the new land use must be provided in accordance with this chapter. In the event that additional parking spaces are required, and the resulting number of spaces required for the new land use exceeds ten spaces, the entire parking lot shall comply with the provisions of this chapter.

(c) *Exemptions*. The following developments/districts are exempt from the provision of off-street parking facilities:

(1) Residential land uses within the dense business area, as defined in chapter 12-2.

(2) HC-1 and HC-2 districts. If provided, parking areas shall meet the standards of section 12-7-26(f).

(3) New construction or renovation of existing buildings within the South Palafox Business District that do not exceed 40 feet in height.

(4) New construction, renovation, or change in land use of buildings within the C-2A district that do not exceed 40 feet in height and 5,000 square feet in total floor area.

(5) Lots within the CRAUDOD that are 30 feet or less in width and have on-street parking available. The on-street spaces must be marked. The applicant shall obtain approval from the city to stripe them if they are not already marked.

(6) The ground floor of commercial buildings within the CRAUDOD with a gross floor area of less than 1,500 square feet.

Sec. 12-7-16. General provisions

(a) If the required number of parking spaces includes a fraction of 0.5 or higher, it shall be rounded up to the next whole number. Fractions below 0.5 shall be rounded down to the nearest whole number.

(b) Where parking spaces are required based on number of employees or students/clients, the number of employees must reflect the largest shift, and the number of students/clients must reflect the maximum capacity allowed. References to square footages refer to gross square footage.

(c) Accessible parking spaces shall be provided for all developments other than single-family, duplex, and zero-lot-line residential in accordance with section 208.2 of the 2010 Americans with Disabilities Act (ADA) Standards for Accessible Design. Such spaces shall be counted toward the total parking space requirement. Triplex and quadruplex units may also be exempt if they do not provide formal parking lots and instead use garages and driveways to park.

Sec. 12-7-17. Parking space ratios

Table 12-7.2 lists the parking requirements for each type of use. If there is uncertainty with respect to the amount of parking spaces required for uses not listed, the mayor or designee shall determine the ratio.

The off-street parking requirements in the GRD-1 district reflect a land use pattern that encourages small-scale commercial land uses adjacent to residential uses that are accessible through a network of pedestrian improvements, such as sidewalks, plazas and open spaces.

Table 12-7. 2. Required Parking Ratios.

PROPOSED USE	REQUIRED PARKING CITYWIDE
COMMERCIAL/RETAIL USES	
Automobile, boat, truck sales/rental	1 space/400 s.f. sales area
Bars, taverns, night clubs	1 space/75 s.f.
Food truck courts	1 space per truck pad plus 1/100 s.f. of building area (except in the DBA & Urban Core CRA)
Outdoor sale of trees, plants, shrubs	1 space/1,000 s.f. of lot area
Pawn shops	1 space/500 s.f.
Convenience store	1 space/200 s.f. plus accessory uses
Restaurant	1 space/100 s.f. (including outdoor dining areas); 1 space per 500 s.f. in GRD-1
Retail lumber and building materials	1 space/600 s.f.
Retail machinery and equipment	1 space/600 s.f.
Retail sales and services	1 space/500 s.f.
Shopping center	1 space/300 s.f.
INDUSTRIAL/MANUFACTURING USES	
Industrial	1 space/1,000 s.f.
Manufacturing	1 space/500 s.f.
Mini-storage-warehouses	4 spaces/1,000 s.f. of office
Warehousing	1 space/2,000 s.f.
Wholesale business	1 space/1,000 s.f.
INSTITUTIONAL USES	
Churches and religious institutions [(1)]	1 space/4 fixed seats
Clubs and lodges	1 space/100 s.f.
Cultural facilities	1 space/300 s.f.
Nursing home, rest home, convalescent home	1 space/2 beds
Public use [(2)]	1 space/500 s.f. plus 1 per 2 employees
Schools, business or trade	1 space/2 employees plus 1 space/200 s.f.
Schools, high, college or junior college	1 space/2 employees plus 1 space/10 students based on maximum capacity
Schools, kindergarten, elementary and middle/junior high	1 space/2 employees plus 1 space/classroom
Social services homes/centers	1 per unit with 6 residents or less; 1 per 5 residents if more than 6; plus 1 per employee
LODGING	
Bed and breakfast	1 space for owner or manager plus 1 space/ sleeping room
Boarding/lodging house	1 space for owner/manager plus 1 space/ sleeping room
Hotel /motel	1 space/room
RECREATION USES	
Amusement center	1 space/250 s.f.

PROPOSED USE	REQUIRED PARKING CITYWIDE
Auditorium	1 space/4 seats
Billiard hall	2 spaces/table
Bowling alley	3 spaces/lane plus spaces required for accessory uses
Community center	1 space/300 s.f.
Game room	1 space/250 s.f.
Gymnasium	1 space/200 s.f.
Marina	1 space/4 boat slips
Miniature golf course	1 space/hole
Racquetball club	1 space/court
Skating rink	1 space/5 rated patron capacity
Stadium	1 space/5 seats
Tennis club	1 space/court
Theater	1 space/6 seats
Video arcade	1 space/300 s.f.
RESIDENTIAL USES	
Community residential home	1 per unit with 6 residents or less. 1 per 5 residents if more than 6 residents in one unit; plus 1 per employee
Dormitory/fraternity/sorority house	1 space/2 beds
Single-family, duplex, triplex, quadruplex	1 space/unit (public street) 2 spaces/unit (private street)
Multifamily (more than 4 units), townhouse, manufactured home unit	1 space/unit
SERVICE USES	
Animal hospital and veterinary clinic	1 space/300 s.f
Banks and financial institutions	1 space/300 s.f.
Business services	1 space/300 s.f.
Car wash:	
• Full-service	2 spaces/washing stall
• Self-service	2 stacking spaces and 1 drying space per wash stall
Childcare facility	1 space per employee plus 1 per classroom
Funeral parlor/mortuary	1 space/200 s.f.
Garage, repair	1 space/300 s.f.
Gas station	1 space/200 s.f.
Hospital	1.5 spaces/bed
Kennel	1 space/1,000 s.f.
Office:	
• General office	1 space/500 s.f.
• Accessory office unit	1 space/300 s.f.
• Medical/dental office	1 space/250 s.f.
Personal service (except as noted below)	1 space/500 s.f.
• Barbershop/beauty parlor	2 spaces/chair
• Dry-cleaning shop	1 space/500 s.f.
• Health clubs, spas and exercise centers	1 space/300 s.f.
• Laundromat	1 space/2 washing machines
Repair shop	1 space/300 s.f.
Studio	1 space/300 s.f.; 1 space/50 square feet unless owner-occupied in GRD-1

(d) *Maximum parking*. The city discourages the construction of parking spaces in excess of the minimum required by this title in order to preserve natural vegetation and promote more natural stormwater runoff control. Therefore, the provision of more

than ten parking spaces or ten percent above the minimum parking required by this chapter, whichever is greater, shall require an administrative variance as described in section 12-3-131.

Sec. 12-7-18. Parking Reductions

(a) *Parking study*. The number of parking spaces required outside of community redevelopment areas may be increased or reduced by the mayor or designee when actual parking demand is demonstrated to be substantially different than those required in this chapter. The determination shall be based on a parking study provided by the applicant.

(b) *Parking in the Dense Business Area*. New construction, additions to existing buildings, and changes in land use of existing buildings within the dense business area, as defined in chapter 12-2, resulting in an increase in parking requirements may comply with the parking requirements through an in-lieu payment approved by the city council. Residential uses, as noted above, are exempt from parking space requirements.

(1) All funds collected through the in-lieu payment process shall be utilized for the express purpose of parking capital improvement projects within the dense business area.

(2) The in-lieu payment will be calculated by the mayor and approved by the city council. The fee calculation shall be in accordance with the following formula:

In-lieu parking payment = (total spaces required to meet code - on-site spaces - approved off-site spaces - approved on-street parking spaces) × (in-lieu fee)

(3) The in-lieu fee shall be based upon the cost of construction for parking spaces considering such factors as land acquisition, design fees, engineering, financing, construction, inspection, and other relevant factors.

(c) *On-street parking credit*. The number of required parking spaces may be reduced by the number of on-street parking spaces provided in accordance with the following criteria:

(1) The on-street parking space must be located between the extended property lines of the property requesting the reduction (except as noted below for GRD-1). If a parking space straddles two properties owned by different property owners each property may count the space towards the required parking. Where the right-of-way contains a median and parking is provided along the median, the property owner requesting the reduction may include those spaces provided they are located between the extended property lines and the centerline of the median.

(2) The on-street spaces must be marked. The applicant shall obtain approval from the city to stripe them if they are not already marked.

(3) The on-street parking spaces must remain open for use by the public.

(4) For Type I Townhouses within the GRD-1 zoning district, on-street parking on Romana Street and 9th Avenue within 500 feet of the building may be counted towards the minimum parking space requirement, for nonemployee parking only. One off-street parking space shall be required on-site for each employee in the building.

(d) *Parking reductions in the CRA*. Parking reductions described in the table below shall apply to all established community redevelopment areas, also known as Tax Incremental Financing (TIF) districts.

Table 12-7. 3. Pensacola CRA Parking Reductions

Educational	25%
Lodging	35%
Office	30%
Eating/drinking establishments	100%
Indoor amusement	40%
Services	50%
College	50%
Places of worship	50%
Indoor recreation	50%
Apparel/furniture	50%
Retail < 5,000 s.f.	60%

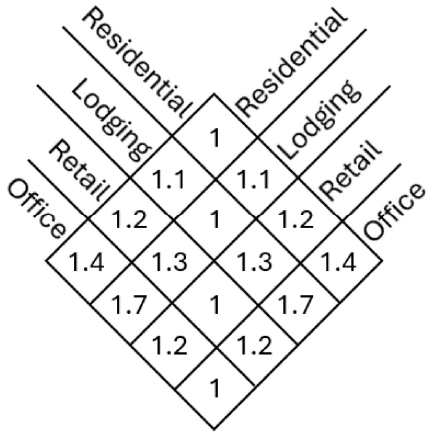
Community services	75%
Single-family and multifamily	Only 1 space/unit required

(e) *Parking reduction for tree preservation.* See chapter 12-4, article V, for permitted parking reductions that result in tree protection.

(f) *Parking for mixed-use developments.* The number of parking spaces required for developments that contain a mix of residential, commercial, office, and/or institutional uses shall be calculated by adding the total number of spaces required by each separate use and dividing that total number by the appropriate factor from the shared parking matrix (Figure 12-7.6). For example, if a residential use requires ten spaces while the office portion requires 12 spaces, they would normally require 22 spaces for the two uses, but when divided by the sharing factor of 1.4, they would only require 16 spaces. The required number of accessible spaces shall not be reduced.

(g) *Ride-share or carpool parking.* Parking requirements may be reduced by three off-street parking spaces for every one space provided that is reserved for ride-share or carpool vehicles, provided that the total reduction is no more than ten percent of the total required spaces.

Figure 12-7. 6. Shared parking matrix



Sec. 12-7-19. Bicycle parking within he CRAUDOD

(a) Minimum bicycle parking requirements within the CRAUDOD shall be as follows. Developments outside the CRAUDOD are encouraged to also provide bicycle parking. There shall be no limit on the number of spaces to be provided.

(1) Bicycle parking shall not be required for single-family residential or multifamily residential with less than eight units.

(2) Bicycle parking shall be provided as noted in the following table.

Table 12-7. 4. Minimum Required Bicycle Parking

Building Type	Location	R-2A through C-2A	C-2, C-3*
Multifamily	Primary & Secondary Frontages	Minimum 0.25 spaces per unit	Minimum 0.50 spaces per unit
Nonresidential	Primary & Secondary Frontages	Minimum 0.50 spaces per 1,000 square feet	Minimum 0.75 spaces per 1,000 square feet

*Excluding C3C Context Zones.

(b) Bicycle parking locations within the public right-of-way shall be coordinated with the Mayor and designee and subject to chapter 12-3, article XIII (license to use), and minimum clearance distances.

(c) Bicycle racks shall not be located within:

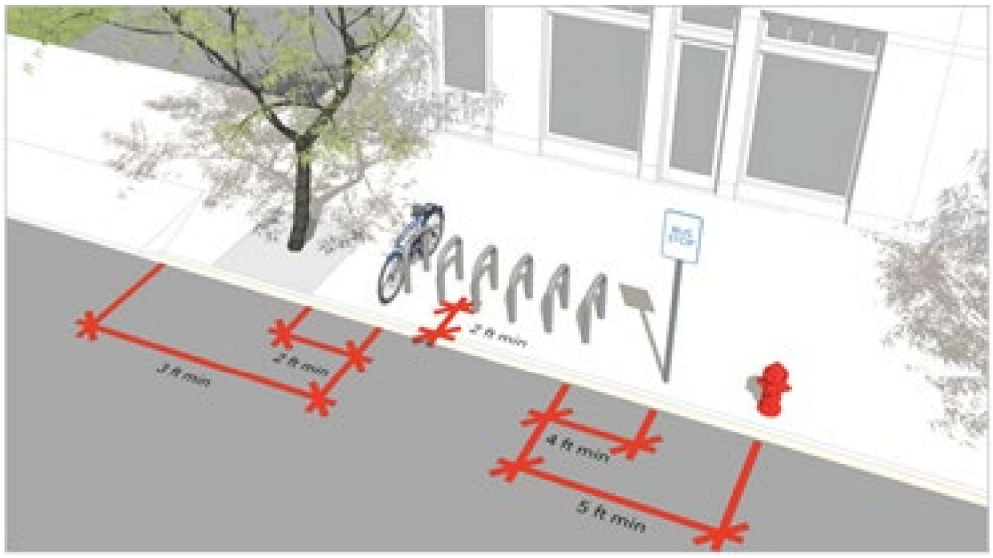
(1) Five feet of fire hydrants.

(2) Four feet of loading zones and bus stop markers.

(3) Three feet of driveways and manholes.

(4) Two feet of utility meters and tree planters.

Figure 12-7. 7. Bicycle Rack Clearances



(d) Bicycle parking located along private or public streets shall be subject to the following:

(1) Bicycle racks installed parallel to curbs shall be set back from the curb a minimum of two feet.

(2) Bicycle racks installed perpendicular to curbs shall allow for a minimum clearance of two feet at the curb and six feet of pedestrian way with a 56 cm or 22-inch bicycle properly locked to the rack.

(3) Bicycle racks should be spaced a minimum of 36 inches apart.

(4) Bicycle racks shall allow bicycle frames to be locked at two points of contact with the rack.

Sec. 12-7-20. Location of parking facilities

Except as provided below, all required parking spaces must be located on the same lot or parcel with the building or use served or on an adjacent lot or parcel owned or leased by the same owner of the building site for which the parking is required. If the required parking is provided on an adjacent property separated from the common boundary by a street, appropriate measures shall be undertaken to provide pedestrian safety. Such measures include, but are not limited to, pedestrian crosswalk, pedestrian crossing with automated traffic control, pedestrian overpass, and underground pedestrian tunnel.

(a) *Shared parking facilities*. Adjacent uses may share parking facilities. The total number of required off-street parking spaces may be determined in the same manner as mixed-use developments (see section 12-7-24) or based on operating hours. The schedule of operation of all such land uses shall provide that none of the uses sharing the facilities normally require off-street parking facilities at the same time as other uses sharing them. Shared parking facilities are not required to provide landscaping strips or buffers between sites as the parking area spanning properties shall be considered as a single parking lot. In the CRA, shared parking is strongly encouraged to facilitate the ability to "park once and walk."

(b) *Off-site parking*. The required off-street parking spaces may be provided off-site through a shared parking facility or leased parking facility as specified below. Off-site parking spaces should be located within 800 feet of the primary structure.

(1) Off-site parking spaces leased on an annual basis from a private owner or public agency.

(2) Off-site parking spaces on a site owned and controlled by the owner/developer of the building site for which the off-street parking is required.

(3) Off-site parking for businesses within the Brownsville Business Core must be located within the city limits.

(4) Approval of off-site parking shall be based upon consideration of the following factors:

a. The location of the business and the proposed off-site parking.

b. The number of off-site parking spaces proposed.

c. Intended users of the proposed off-site parking (i.e., employees, patrons, or both).

d. The distance of the proposed off-site parking, measured along the shortest legal pedestrian route (i.e., along public sidewalks, crosswalks) from the nearest lot line of the site for which the off-site parking is proposed to the nearest lot line of the off-site parking.

e. Pedestrian safety.

f. Nature of the business proposing the off-site parking.

g. Potential conflicts/overlaps in any off-site shared parking arrangement.

h. Recommendation of the city attorney regarding the form of the required written agreement.

(c) *Agreement required*. When a portion or all of the required off-street parking is provided pursuant to one of the two options specified above, a written agreement shall be drawn in a form satisfactory to the city attorney and executed by all parties concerned assuring the continued availability of the off-site parking facilities for the use they are intended to serve. Such written agreement shall be required as a prerequisite for the approval of a building permit for the new development or redevelopment proposed for which the parking is required and shall be recorded with the building permit. Such written agreement shall be reviewed annually as a condition for renewal of a business license required in chapter 7-2. If a written agreement securing the number of parking spaces is not provided as part of the annual business license certification, the license may be revoked by the city unless the required off-street parking is otherwise provided.

(d) *Signage*. When a portion or all of the required off-street parking is provided pursuant to one of the options specified above, a sign directing business patrons to the off-street parking may be placed in a clearly visible location in accordance with the provisions of chapter 12-11.

(e) *Nonresidential parking in residential districts*. Accessory off-street parking facilities serving nonresidential uses may be located in residential districts if specified in the use tables in chapter 12-4 subject to the requirements in section 12-6-37.

(f) *Off-street parking in the historic and preservation land use districts.* Because parking lots have not been a common land use in the historic and preservation zoning districts, their location is encouraged behind the structures which they serve and shall be screened from view of adjacent property and the street by fencing, landscaping, or a combination of the two subject to board approval.

(g) *Off-street parking in the North 9th Avenue corridor management overlay district*. Parking areas shall be placed towards the rear of the site for business establishments. Where the constraints of the lot limit parking at the rear of the site, additional landscaping shall be required within the parking area and along the front of the property to soften the streetscape and enhance the aesthetic appearance of the development.

Sec. 12-7-21. Design of parking facilities

In addition to the provisions in this chapter, all parking lots shall comply with tree preservation and landscaping provisions established in chapter 12-8. The following requirements are applicable to all parking lots and parking spaces, whether or not such lots or spaces are required by this chapter:

(a) *Design of parking lots*. All parking lot plans must be reviewed by the city engineer or designee. Proper ingress and egress to and from the lot and adequate interior drives shall be required for all parking lots.

(b) *Minimizing impacts*. Site design should minimize the impact of automobile parking and driveways on the pedestrian environment, adjacent properties, and pedestrian safety. The following are some examples of techniques used to minimize the impacts of driveways and parking lots:

(1) Locate parking in less visible areas of the site, such as the rear or side of the lot.

(2) Break large parking lots into multiple smaller ones.

(3) Minimize the number and width of driveways and curb cuts.

(4) Share driveways with abutting lots.

(5) Locate driveways so they are visually less dominant.

(6) Use special pavers or other surface treatments to enhance and separate pedestrian areas from vehicle maneuvering and parking areas.

(7) Parking located along a commercial street front where pedestrian traffic is desirable lessens the attractiveness of the area to pedestrians and compromises the safety of pedestrians along the street. On-site surface parking on a commercial street front should be minimized and where possible should be located behind a building.

(c) *Grading and surfacing*.

(1) Parking lots that include lanes for drive-through windows or contain more than ten parking spaces shall be graded and surfaced with pervious pavement, pavers, asphalt, concrete or other material that will provide equivalent protection against potholes, erosion, and dust. This shall not include rock/gravel materials.

(2) Parking lots with ten or fewer parking spaces may be surfaced with alternative surface materials (crushed stone, gravel, or other suitable material) other than those specified above, with the approval of the city engineer, to provide a surface that is stable and will help to avoid dust and erosion. The perimeter of such parking shall be defined by bricks, stones, railroad ties, or other similar devices. In addition, whenever a parking lot abuts a paved street, the driveway leading from such street to such area (or, if there is no driveway, the portion of the parking area in the public right-of-way) shall be paved as provided in subsection (c)(1) of this section.

(3) Materials for parking lots in the historic and preservation zoning districts and the GRD-1 district shall be concrete, concrete or brick pavers, asphalt, oyster shells, clam shells, #57 granite, pea gravel, or marble chips. The use of acceptable stamped patterns on poured concrete is also encouraged.

(4) The use of permeable paving materials is encouraged for "overflow" parking or parking spaces in excess of the requirements of this chapter.

(5) Accessible parking spaces must meet ADA requirements.

(d) *Demarcation of parking spaces*. Parking spaces in areas surfaced in accordance with subsection (c)(1) of this section shall be appropriately demarcated with painted lines or other markings. Parking spaces in areas surfaced in accordance with subsection (c)(2) and (3) of this section shall be demarcated whenever practicable. All pavement markings/striping providing immediate access to the public right-of-way (stop bars, crosswalks, etc.) shall be thermoplastic.

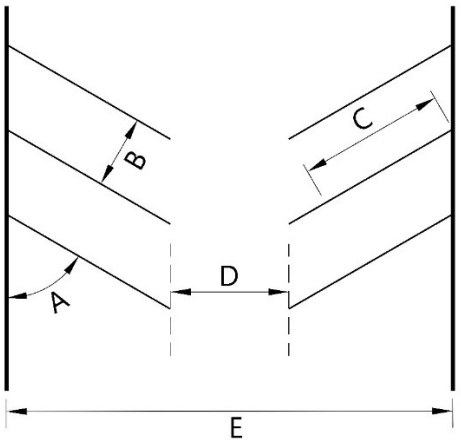
(e) *Maintenance*. Parking lots shall be properly maintained in all respects. Parking area surfaces shall be kept in good condition (free from potholes, etc.) and parking space lines or markings shall be kept clearly visible and distinct.

(f) *Lighting*. Lighting shall be provided for parking lots with more than ten spaces, and this lighting shall be arranged to reflect away from the adjoining properties. The minimum illumination level required for the entire paved area shall be an average maintained 1.0 footcandle. The lowest footcandle value at any point on the pavement shall not be less than one-fourth of the required average. See section 12-9-25 for additional lighting standards.

(g) *Measurement of parking stalls and/or drive aisles*. All parking stalls shall measure not less than nine feet by 18 feet, across the contiguous paved/improved surface and shall exclude any portion of the curb or gutter except as provided for herein. Parking stalls must be offset one stall width in either direction to be constructed at 90 degrees to one another for corners in order to avoid vehicular conflict. See table 12-7.5 and associated graphic.

Table 12-7. 5. Minimum Space and Aisle Dimensions

A	B	C	D		E	
ANGLE	STALL WIDTH IN FEET [1]	LENGTH OF STALL IN FEET [1]	AISLE WIDTH IN FEET		BAY WIDTH (CENTER TO CENTER WIDTH OF TWO ROW BAY WITH AISLE IN BETWEEN) [1]	
			1-WAY	2-WAY	1-WAY	2-WAY
0°	9	22	15	22	24	34'
30°—53°	9	18	15	22	46'-7"	51'
54°—75°	9	18	20	22	61'2"	56'
76°—90°	9	18	22	24	63'-4"	62'
[1] Dimension shall not include any portion of the curb and/or gutter.						



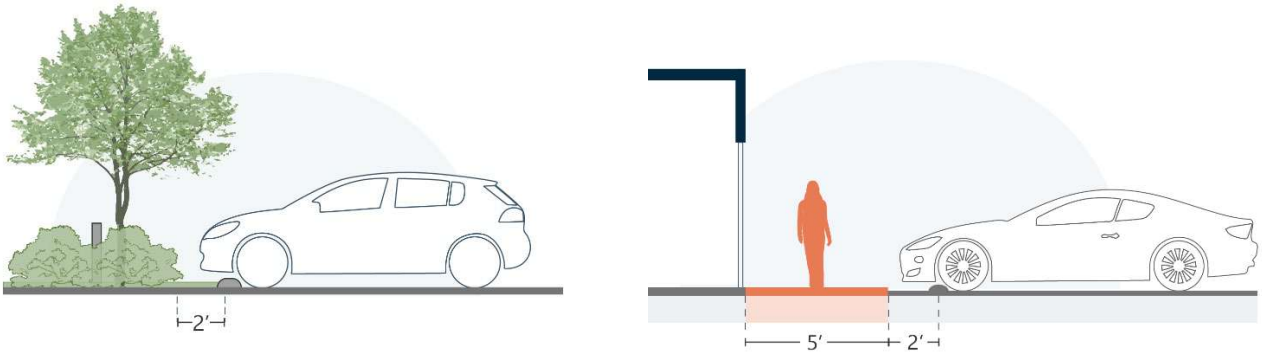
(h) *Compact spaces*. For land uses that assign parking spaces to specific employees or residents, a maximum of 30 percent of all required vehicle parking spaces may be designed for compact cars. A compact car space may be a minimum of 7.5 feet by 16 feet across the contiguous paved/improved surface and shall exclude any portion of the curb or gutter. The occupant or owner of the principal use for which the parking is required shall enforce the use of such assigned compact car spaces.

(i) *On-street parking*. Parallel on-street spaces used to fulfill parking requirements shall be at least eight feet wide by 22 feet long, except for the end space which may be 20 feet long. The city relies on the standards of the Manual on Uniform Traffic Control Devices (MUTCD) to determine on-street parking design and dimensions.

(j) *Parking against property lines and the right-of-way*. Fencing, wheel stops, or bumper guards are required along property lines to avoid the chance of cars encroaching on other properties or the right-of-way.

(k) *Parking adjacent to a landscape area or a sidewalk.* Standard wheel stops or a raised curb shall be provided for all parking spaces abutting a landscape area or a sidewalk. If a wheel stop is used, it shall be a minimum of six feet in width and a minimum of 24 inches from the edge of the landscape area or sidewalk. If a curb is used along a landscape area, there shall be a two-foot-wide strip along the curb covered with grass or mulch. If used along a sidewalk, the sidewalk shall be at least 7 feet wide to allow for the vehicle overhang. See figure 12-7.8.

Figure 12-7. 8. Parking adjacent to landscaping or sidewalks



Sec. 12-7-22. Parking facilities in the CRAUDOD

Parking facilities for all residential and non-residential uses in the CRAUDOD shall meet the following provisions:

(a) When the proposed development occupies over 75 percent of the block, vehicular access shall be provided through an alley.

(b) Vehicular access to lots less than 42 feet wide shall be from an alley or internal shared driveway where possible. Where not possible, the following exceptions shall be permitted:

a. A single-car garage meeting the minimum frontage occupation requirements and recessed from the main façade by 20 feet may be provided.

b. Driveways shall be exempt from minimum width and spacing requirements.

(c) Parking for single-family residential building types, which include single-family detached and attached residences, duplex, triplex, and quadruplex without formal parking lots:

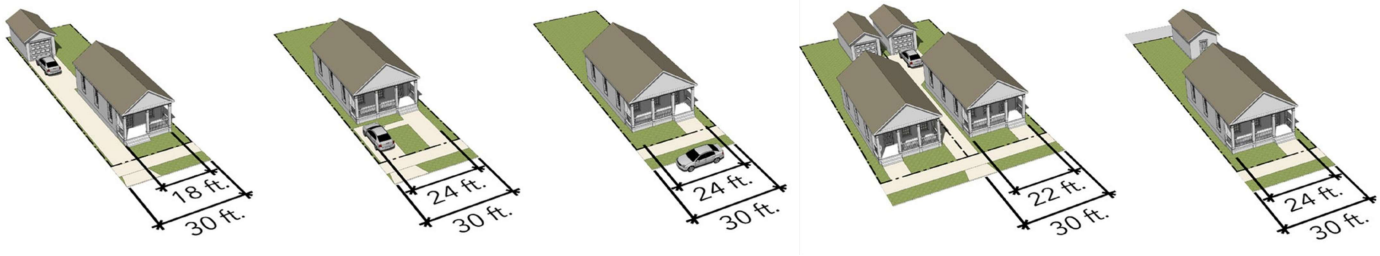
(1) Off-street parking, where required, may be provided within garages, carports, or on driveways. Parking on driveways may occupy the entire length of the driveway, including the front setback, but not beyond the property line.

(2) Garages shall be set back a minimum of 20 feet behind the principal building façade, regardless of the required setback. Figure 12-7.9 shows examples of covered parking placement for buildings on varying lot widths.

(3) The outer edge of driveways shall be placed no closer than two feet from either side property line. See Figure 12-7.10 for a depiction of driveway placement for 30-foot wide lots.

Figure 12-7. 9. Garage/Carport Locations Illustrated

Figure 12-7. 10. Driveway Locations Illustrated

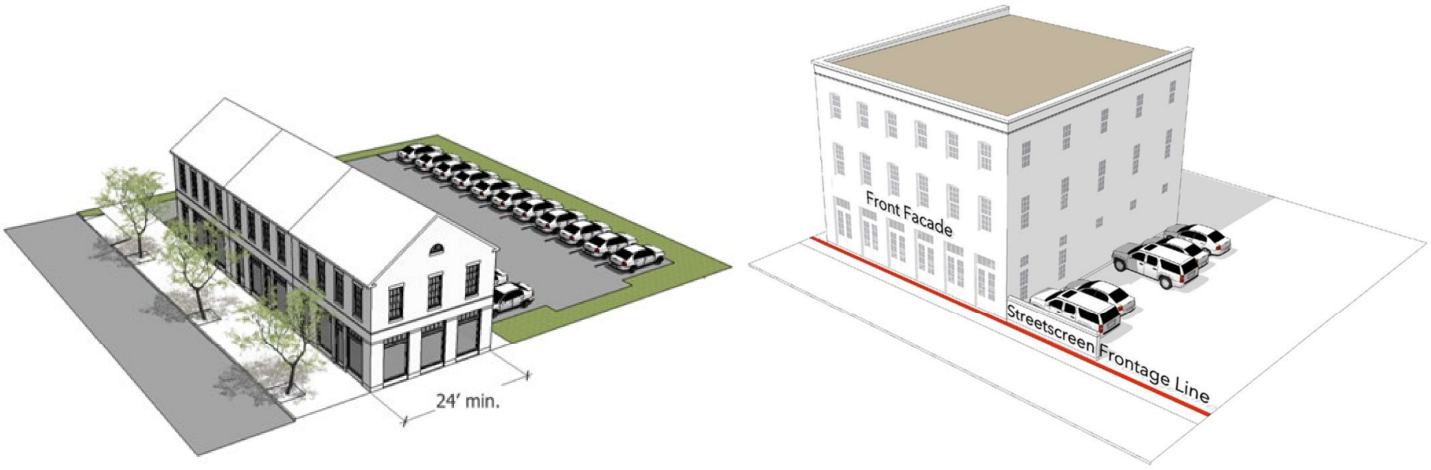


(4) Off-street parking for single-family attached residential types shall only be permitted in the rear 50 percent of the lot.

(5) Tandem parking and shared driveways are encouraged.

(d) For multi-family and non-residential building types, off-street parking shall not be permitted within the front setback area and shall be masked from the street by liner buildings no less than 24 feet in depth to achieve the minimum frontage occupation. See figure 12-7.11 depicting a liner building and section 12-6-5 for garden wall requirements. Properties adjacent to a thoroughfare identified as an FDOT C3C Suburban Commercial Context Classification Zone as defined within section 12-7-1(b) (street classification) are exempt from this requirement.

Figure 12-7. 11. Parking Lot Masking With Liner Buildings



Sec. 12-7-23. Structured parking garages

(a) The presence and appearance of structured parking garages and their entrances should be minimized so they do not dominate the street frontage. Therefore, the following design requirements should apply:

(1) Ramps should be visually screened from streets and adjacent residential zoning districts and oriented towards the interior of the lot within a project where possible. Ramps profiles should be hidden on the exterior elevations.

(2) Rooftop parking should be visually screened with articulated parapet walls or other architectural treatment.

(3) Exterior lighting should utilize fixtures provided with cut off shielding in order to eliminate glare and spillage onto adjacent properties and roadways.

(4) The openings of the garage should be designed in a manner that obscures parked vehicles.

(5) Decorative architectural elements on the ground floor level should be designed to accommodate the pedestrian scale. Parking levels above the ground floor should maintain the same vertical and horizontal articulation or rhythm and incremental appearance established on the ground floor.

(b) Due to the requirements of a particular land use or structural needs, parking garages or the garage portion of the building may need to dominate the street frontage (to a maximum of 100 percent for all floors) or may require a variance from the setback requirements for portions of the structure. An administrative variance may be approved per section 12-3-131 provided the garage elevation features unified design elements with the main building through the use of similar materials and color, vertical and horizontal elements, and architectural style.

(c) Architectural features should be incorporated into the facade to mitigate the building's mass and bulk and along portions of the building adjacent to street right-of-way.

(d) Parking garages in the CRAUDOD should be masked from the street by liner buildings no less than 24 feet in depth.

(e) Parking garages are encouraged to be designed for possible future conversion to other non-parking functions, including office, residential and/or commercial use.

Sec. 12-7-24. Parking of commercial vehicles and school buses in residential neighborhoods

(a) *Large commercial vehicles*. For the purpose of this section, loading and unloading means that the commercial vehicle is attended and materials are being actively loaded/unloaded into and out of the commercial vehicle.

(1) Parking or storage of any large commercial vehicle, except for loading and unloading not to exceed 12 hours, shall not be permitted in any portion of the right-of-way located within a residential district or development.

(2) Parking or storage of any large commercial vehicle on any residential premises shall not be permitted except as follows:

a. Temporary parking during loading and unloading not to exceed 12 hours.

b. Temporary parking of construction equipment and delivery vehicles on or adjacent to a properly permitted construction site.

(3) Large commercial vehicles shall not be used for living, sleeping or housekeeping purposes while temporarily parked as provided above.

(4) The Mayor may, for good cause shown, grant a temporary permit with reasonable conditions exempting any large commercial vehicle from the provisions of this section for a period not to exceed 72 hours.

(5) Permanent parking or storage of large commercial vehicles on residential premises may be permitted according to the following specific requirements:

a. Must be contained within a garage or similar enclosed accessory structure meeting the requirements of section 12-6-2.

b. Shall not be connected to any utilities.

c. Shall not be used for living, sleeping, or housekeeping purposes.

d. Must be maintained in an operable condition and must be properly licensed in accordance with all laws of the state.

(b) *Small commercial vehicles*.

(1) Small commercial vehicles, when not in active service, shall not be parked or stored in any portion of the right-of-way located within a residential district or development between the hours of 6:00 p.m. and 6:00 a.m.

(2) Permanent parking or storage of small commercial vehicles on residential premises is permitted subject to the following conditions:

a. May be parked or stored in:

1. Garage, carport or similar enclosed accessory structure meeting the requirements of section 12-6-2.
2. The driveway of the residential premises of the vehicle's owner and/or operator.

b. Must be maintained in an operable condition and properly licensed in accordance with all laws of the state.

c. Must be owned and/or operated by a resident of the residential premises.

d. Shall not be connected to any utilities.

e. Shall not be used for living, sleeping, or housekeeping purposes.

f. Shall not be more than two small commercial vehicles on a residential site.

(c) *Public school buses*. Public school buses operated by drivers employed by the Escambia County School District during the school year shall be permitted to park on the residential premises of the operator. Public school buses shall not be parked or stored in any portion of the right-of-way in a residential district or development between the hours of 6:00 p.m. and 6:00 a.m. Effective with the end of the 2006—2007 school year, public school buses shall adhere to all provisions of subsection (a) of this section.

Sec. 12-7-25. to 12-7-39. Reserved

ARTICLE IV. LOADING

Sec. 12-4-40. Off-street loading

All nonresidential uses customarily receiving and distributing goods by motor vehicle shall provide loading and unloading facilities on the premises. No motor vehicle shall be allowed to extend onto a public street, sidewalk, or alley while loading or unloading. The Mayor or designee may approve a reduction based on a change in the size or nature of the use served. Off-street loading berths shall be provided as follows:

Floor Area (Square Feet)	Minimum No. of Berths
0 to 5,000	1 (restaurants only)
5,001 to 20,000	1
20,001 to 40,000	2
40,001 to 100,000	3
100,001 to 200,000	4
200,001 to 320,000	5
320,001 to 400,000	6
Each 90,000 above 400,000	1

Sec. 12-7-26. Loading Facility Design

(a) All off-street loading spaces should be at least 15 feet wide and 35 feet long, with a clearance of 15 feet high. Contiguous loading spaces may be reduced to 12 feet in width.

(b) All loading spaces should be clearly marked by a sign or pavement marking.

(c) Such spaces should be located so that access and loading can occur without blocking the public right-of-way, internal circulation, parking spaces or fire lanes.

(d) Loading spaces should not be used or be counted as parking spaces.

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CHAPTER 12-8. TREE PROTECTION AND LANDSCAPING

This chapter establishes protective regulations for trees and landscaped areas within the city. Such areas preserve the ecological balance of the environment, control erosion, sedimentation and stormwater runoff, provide shade and reduce heat and glare, abate noise pollution, increase land values, and buffer incompatible land uses.

(Code 1986, § 12-6-1; Ord. No. 50-00, § 5, 10-26-2000; Ord. No. 31-09, § 1, 9-10-2009)

ARTICLE I. TREE PROTECTION

Sec. 12-8-1. Purpose and intent

The intent of this article is to encourage the preservation of existing trees. It is critical that a balance be maintained between developed areas and natural/landscaped areas with appropriate existing and/or newly planted trees and other vegetation. The intent is also to provide for the future of our citizens through maintaining vital vegetative species that will enhance the built environment for current and future generations.

Sec. 12-8-2. State preemption

Nothing in this chapter shall be construed to require a permit, approval, mitigation, replacement, or other authorization for vegetation maintenance, pruning, or trimming within an established electric transmission or distribution line right-of-way where such local regulation is preempted or limited by section 163.3209, F.S.

Sec. 12-8-3. Protected trees

Protected trees, which include but are not limited to the following, are those trees identified by species and size in table 12-8.1, if living and viable.

(a) Heritage trees.

(b) Trees within the canopy road tree protection zone, which includes all lands within ten feet of the outer boundary of the right-of-way of the roads listed below:

  (1) Blount Street from "A" Street to Bayview Park

  (2) Lakeview Avenue from 9th Avenue to 20th Avenue

  (3) Garden Street from Alcaniz Street to Jefferson Street and from "J" Street to "N" Street

  (4) 17th Avenue from Gregory Street to Texar Drive

  (5) 12th Avenue from Barcia Drive to Fairfield Drive

  (6) Baylen Street from LaRua Street to Jordan Street

  (7) Spring Street from LaRua Street to Jordan Street

  (8) Bayou Boulevard from Lee Street to Strong Street

  (9) Cervantes Street/Scenic Highway from the eastern side of Bayou Texar to the city limits

(c) Within the historic zoning district, the North Hill preservation district, and the Aragon redevelopment area, the tree protection, pruning, and removal standards are further extended to include the following:

  (1) Live Oak and Water Oak (and Pecan in the historic districts) with a minimum trunk diameter of eight inches (25.1 inches in circumference) at a height of one foot above grade, and Magnolia having a minimum trunk diameter of six inches (18.8 inches in circumference) at a height of one foot above grade; and

  (2) Any of the following flowering trees with a minimum trunk diameter of four inches (12.55 inches in circumference) at a height of one foot above grade: Redbud, Dogwood, and Crape Myrtle.

TABLE 12-8. 1. PROTECTED TREE LIST

Species Type A (Small, 4" + diameter trunk)	
1. Cedar, Atlantic White (Chamaecyparis thyoides) 2. Cedar, Eastern Red (Juniperus virginiana)** 3. Cedar, Southern Red (Juniperus silicicola)** 4. Chapman oak (Quercus chapmanii) 5. Crabapple (Malus angustifolia) 6. Dogwood (Cornus florida)	7. Flatwoods Plum (Prunus umbellata) 8. Fringe Tree (Chionanthus virginicus) 9. Myrtle oak (Quercus myrtifolia) 10. Redbud (Cercis canadensis) 11. Sand Live Oak (Quercus geminata)
Species Type B (Medium, 6" + diameter trunk)	
1. American Holly (Ilex opaca) 2. Bald Cypress (taxodium distichum) 3. Bluejack oak (quercus incana) 4. Dahoon Holly (Ilex cassine) 5. Darlington Oak (Quercus hemisphaerica)** 6. Florida Sugar Maple (Acer barbatum) 7. Laurel Oak (Quercus laurifolia)** 8. Long Leaf Pine (Pinus palustris) 9. Pond Cypress (taxodium ascendens)	10. Red Maple (Acer rubrum)** 11. River Birch (Betula nigra) 12. Silver Maple (Acer saccharinum) 13. Southern Magnolia (Magnolia grandiflora) ** 14. Southern Red Oak (Quercus falcata) 15. Sycamore (Platanus occidentalis)** 16. White Oak (Quercus alba)** 17. Willow oak (quercus phellos)
Species Type C (Large, 8" + diameter trunk)	
1. Live Oak (Quercus virginiana)** 2. Sweet Gum (Liquidambar styraciflua)** 3. Pecan (Carya illinoensis)**	4. Hickory (Carya spp.)** 5. Black Tupelo (Nyssa sylvatica)
*When measuring a tree to determine if it meets the trunk diameter criteria, it shall be measured at diameter breast height (DBH), which is the diameter of the tree at 4½ feet (54 inches) above ground. The scientific name controls for compliance purposes. Common names are furnished for reference purposes only. **Shade trees.	

Sec. 12-8-4. Retention of protected trees

(a) *Retention of protected trees.* Every effort must be made to protect and retain existing protected trees on proposed development sites. A minimum of ten percent of the total combined trunk diameter inches of protected trees on a proposed development site not located within jurisdictional wetlands shall be retained in place or relocated on site. If this threshold is not met, replacement trees shall be required.

(b) *Credit for retention of protected trees above minimum requirements.* For each inch of trunk diameter above the minimum ten percent requirement that is protected in place or relocated on site, an equivalent trunk diameter inch credit shall be given against replacement and mitigation requirements.

(c) *Barrier zones.* All protected trees to remain shall be protected by barrier zones erected prior to construction of any structures, road, utility service or other improvements or the introduction of any heavy machinery to the site. Barriers shall be placed outside of the dripline for all heritage trees and at a minimum two-thirds of the area of the dripline for all other protected trees. Barricades must be at least three feet tall and must be constructed of either wooden corner posts at least two inches by four (2 × 4) inches with at least two courses of wooden side slats at least one inch by four inches (1 × 4) with colored flagging or colored mesh attached or constructed of one-inch angle iron corner posts with brightly colored mesh construction fencing attached. The barrier zones must remain in place for the entirety of the project. Failure to keep barrier zones in place causing the compaction or damage of the critical root zone may result in a violation.

Sec. 12-8-5. Removal of protected trees

No person, organization, society, association or corporation, or any agent or representative thereof, directly or indirectly, shall cut down, destroy, undertake tree removal, or effectively destroy through damaging, any protected tree on private property or within the public right-of-way without first obtaining approval of a tree protection plan for new development sites or a permit from the city's designated arborist, as specified in chapter 12-3, article VIII, for developed property or rights-of-way. Residential properties may be exempt from the tree removal permit requirement (see section 12-3-91).

Additionally, removing, pruning, or cutting tree growth away from a permanent off-site sign (billboard) on public or private property shall be permitted only if a permit is obtained from the city's designated arborist.

All agencies and their subcontractors shall comply with the American National Standards Institute, ANSI A300-1995, Tree, Shrub and Other Woody Plant Maintenance—Standard Practices, when pruning trees.

Protected trees may be approved for removal if one or more of the following conditions are present. A tree removal permit shall be required (see chapter 12-3).

(a) *Visibility hazard.* Necessity to remove trees which will pose a safety hazard to pedestrians or vehicular traffic upon completion of the development. This does not include visibility for aesthetics or convenience.

(b) *Safety hazard.* Necessity to remove trees which will threaten to cause disruption of public services, or which will pose a safety hazard to people, buildings, or adjacent property or structures.

(c) *Construction of improvements.* Necessity to remove trees to construct proposed improvements as a result of the location of driveways, if the location of a driveway or ingress/egress is specified and required by DOT or other regulations, utilities, stormwater/drainage facilities, or similar required improvements. The architect, civil engineer, or landscape architect shall make every reasonable effort to locate such improvements to preserve existing trees.

(d) *Site conditions.* Necessity to remove trees as a result of characteristics of the site such as site dimensions or topographic conditions and grading requirements necessary to implement standard engineering and architectural practices. Grading shall be as limited as possible. In order to justify the removal of protected trees on the ground of site conditions, the request must be reviewed by the appropriate city staff and must be approved by the mayor or designee.

(e) *Detrimentally diseased or weakened trees.* Necessity to remove diseased trees or trees weakened by age, storm, fire, or other injury.

(f) *Compliance with other ordinances or codes.* Necessity for compliance with other city codes such as building, zoning, subdivision regulations, health provisions, and other environmental ordinances.

Sec. 12-8-6. Relocation of protected trees

Where feasible, when conditions necessitate the removal of protected trees, said trees shall be relocated on the site in the required perimeter or interior landscaped areas. When relocating a tree, every possible effort must be made to keep the tree alive during the transition period. For larger transplants, appropriate professionals must be utilized as precise processes are imperative for success. Should the relocated tree expire within one year, the appropriate mitigation (planting of replacement trees or payment to the tree planting trust fund) shall be required. For each protected tree that cannot feasibly be relocated, a written statement from a qualified professional shall be provided stating for each tree (or all of them) that relocation is not feasible and briefly explaining why relocation is not feasible. The statement is subject to review by the city's designated arborist.

Sec. 12-8-7. Replacement of protected trees

If a protected tree is approved for removal, it shall be replaced with the same species for each tree removed. However, the city's designated arborist may allow substitution with another species within the same category as listed in table 12-8.1 to support ecological diversity on the site. The table below shows the prescribed number of trees that shall be planted for each tree removed. The replacement trees shall have a minimum trunk diameter of three inches DBH. This section does not apply to tree removal authorized by section 163.045, F.S.

TABLE 12-8. 2. REPLACEMENT OF PROTECTED TREES

Trunk Diameter of One Tree Removed	Number of Replacement Trees with 3” DBH
4”-11”	2
12”-19”	3
20”-29”	5
30”-35”	8
36”-43”	10
44” or greater	11

(a) *Mitigation of protected trees.* Any replacement trees that cannot be planted on site due to a lack of space, as determined and approved by the city, shall be valued at $1,500.00 each, and the property owner shall pay that amount to the tree planting trust fund. Trees identified as dead and verified in writing by the city's designated arborist are not required to be replaced or otherwise mitigated.

(b) *Tree preservation incentives*.

(1) Modifications to certain code requirements are allowed to incentivize tree preservation. See section 12-4-40.

(2) The city's designated arborist may authorize up to one-half of the total calculated mitigation cost to be used by the applicant for additional landscaping, which is defined as landscaping that is not required by this chapter or any other law. Additional landscaping shall meet the following minimum standards:

a. A minimum of 75 percent of all required plant material shall consist of evergreen species.

b. All landscape material shall be placed to maximize its screening and/or coverage potential at maturity.

c. All shrub material shall have a minimum height of 30 inches and a minimum crown width of 24 inches at the time of planting and shall be of a species capable of achieving a minimum mature height of eight feet.

Sec. 12-8-8. to 12-8-9. Reserved

ARTICLE II. LANDSCAPING

Sec. 12-8-10. Applicability

The provisions of this article shall apply to all zoning districts with the following exceptions:

(a) Individual single-family, duplex, triplex, and fourplex lots that are not part of a multiple lot development.

(b) Healthcare related uses on property owned or controlled by an entity which is licensed as an acute care hospital under F.S. ch. 395, owned or controlled by a parent company of an entity which is licensed as an acute care hospital under F.S. ch. 395. However, in conjunction with the development of any such healthcare related use, a payment of $5,000.00 per acre of new developed impervious surface area shall be made to the tree planting trust fund.

(c) Development within the C-2A downtown retail commercial district is exempt from perimeter strip, vehicular use area, and interior site landscaping. The requirements for street trees and buffers (where applicable) shall still apply. Property owners are encouraged to use planters to add urban landscaping to their sites.

(d) In the airport transition zone districts (ATZ-1 and ATZ-2) and amendments to approved specific zoning and development (SSD), the provisions of this article shall be used as guidelines.

(e) In the case of special planned developments, the standards of one of the other districts shall be specified to govern tree and landscaping standards, with or without additional conditions modifying the specified district.

(f) The designated clear zone areas around the Pensacola Regional Airport and any other area identified by the airport manager and approved by the city council as critical to aircraft operations.

Sec. 12-8-11. Landscaping zones

For the purpose of this article, a site is divided into the following areas:

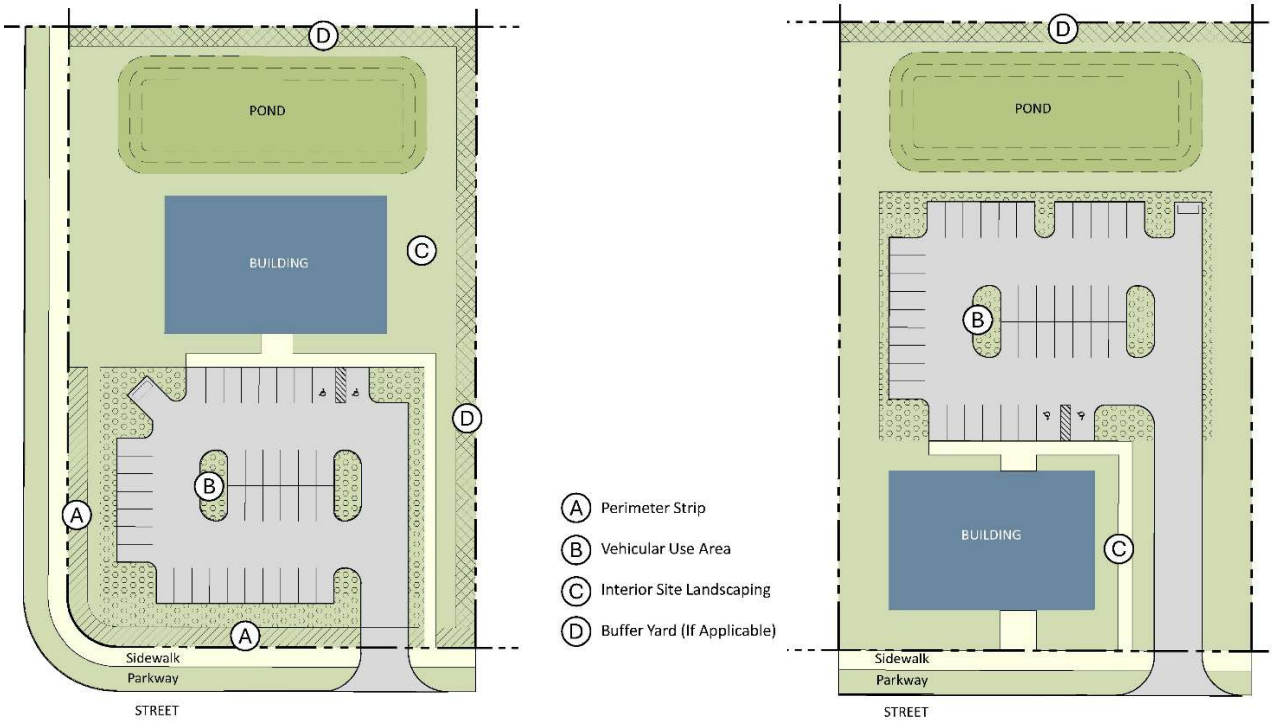
(a) The *perimeter strip landscape area (A),* located along all property lines where vehicular use areas abut the public right-of-way.

(b) The *vehicular use landscape area (B),* consisting of all areas within and adjacent to parking and vehicular use zones.

(c) The *interior landscape area (C),* covering the remainder of the site.

(d) The *buffer yard* (D), located along property lines abutting other sites where screening is necessary to mitigate incompatible uses.

FIGURE 12-8. 1. LANDSCAPING ZONES



Sec. 12-8-12. Perimeter strip landscaping

All sites shall provide a landscaped perimeter strip with a minimum width of ten feet and the following landscape materials:

(a) One tree for each 35 feet of linear foot frontage along the right-of-way shall be planted or preserved as long as it is an approved species. Seventy percent of the required trees shall be shade trees, unless a lesser percentage is approved by the city's designated arborist. The remaining area within the perimeter strip shall be landscaped with other landscape materials.

(b) Trees and other landscaping required in the perimeter strip shall meet the visibility triangle requirements and vertical clearance standards per section 12-7-5 and the Florida Fire Prevention Code.

(c) The following screening materials shall be provided within the zoning districts listed. The garden wall standards are found in section 12-6-5 (Fences). See Figure 12-8.2.

	SCREENING [(1)]	**HEIGHT**
North 9th Avenue corridor overlay district	Shrub or garden wall	3 ft. min; 5.5 feet max.
CRA Urban Design Overlay	Shrub or garden wall	3 ft. min; 5 feet max.
North Hill preservation zoning districts	Shrub or garden wall	4 ft. max.
Old East Hill preservation zoning districts	Shrub or garden wall	3 ft. max.
Gateway and Waterfront Redevelopment District, and the South Palafox Business District	Garden wall, fence [(2)], or landscaped berm	4 ft. max. 3 ft. max. for the berm

[(1)] Shrubs must achieve the minimum required height within 3 years of planting.

[(2)] Chain link fences are prohibited.

FIGURE 12-8. 2. EXAMPLES OF PARKING LOT SCREENING

Sec. 12-8-13. Vehicle use area landscaping

The following vehicular use area landscape regulations apply to parking facilities of ten vehicular spaces or more.

(a) *Vehicular use planting areas.* Planting areas shall be located to most effectively accommodate stormwater runoff, provide shade in large expanses of paving, and contribute to orderly circulation of vehicular and pedestrian traffic. Minimum sizes of interior planting areas shall be as follows:

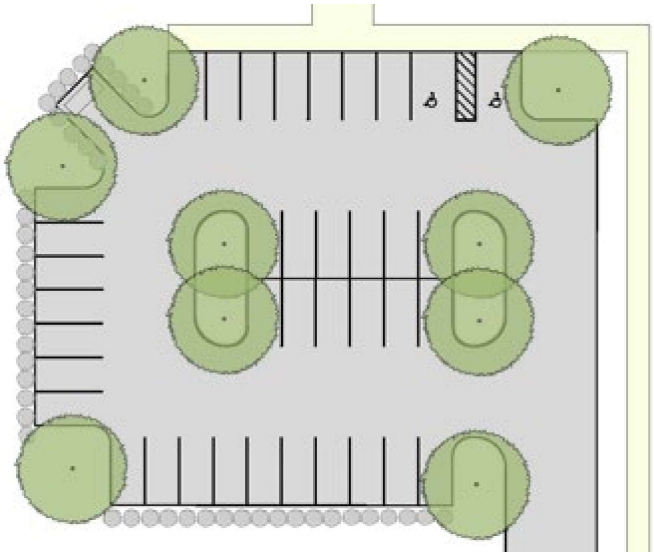
(1) A minimum 12-foot by 36-foot planting island shall be required at each end of every double row of parking and a 12-foot by 18-foot island at each end of a single row of parking shall be required.

(2) A minimum of one island at the midpoint of the parking bays for rows having over ten parking spaces shall be required. The island shall be centered in each row.

(3) Each planting island shall have at least one medium or large tree.

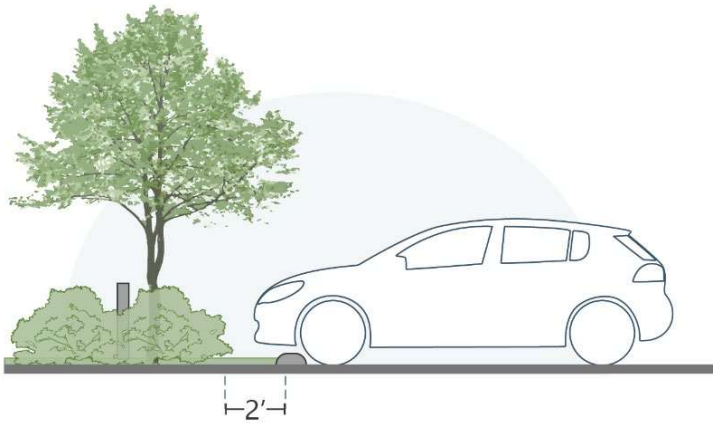
(4) Any adjustment to this requirement requires a variance, with input from the city's designated arborist.

FIGURE 12-8. 3. VEHICULAR USE AREA TREES



(b) *Vehicle overhang.* Vehicles may only overhang a planting area by two feet or less (see Figure 12-8.4). Only grass or mulch may be used in the overhang area and a continuous curb or other acceptable means of protection shall be provided to prevent injury to the vegetation. Such curb shall be designed to allow percolation of the water (such as with perforated curbing or periodic curb cuts for drainage) to the root system of the landscape material.

FIGURE 12-8. 4. VEHICLE OVERHANGING LANDSCAPE AREA



Sec. 12-8-14. Interior site landscaping requirements for multifamily and non-residential uses

Multifamily and non-residential developments must provide one new tree, a minimum of three inches DBH, and one shrub for each 1,000 square feet of impervious surface area. The required trees must be selected from table 12-8.5 and both the trees and the shrubs shall comply with the requirements of section 12-8-17. Preserved protected trees and the landscaping provided within the other landscape zones (perimeter strip, buffer yards, vehicular use area) may be credited towards this interior site landscaping requirement.

Sec. 12-8-15. Landscaping requirements for single family residential development

(a) For individual single-family detached, duplex, triplex, and quadruplex lots that are not part of a new subdivision, one tree for every lot or for every 50 feet of linear frontage along the right-of-way, whichever results in a larger number of trees, shall be preserved or planted.

(b) In new residential subdivisions, each lot shall have one tree in the front yard within six feet of the right-of-way, unless an existing pre-development tree with a minimum diameter of three inches DBH is already present in the front yard.

(1) The required tree shall be planted prior to the issuance of a certificate of occupancy for the dwelling. If an existing qualifying tree is not located within six feet of the right-of-way, one additional tree shall be planted, provided it is not located within 10 feet of a structure. All required trees shall be a minimum of three inches DBH and selected from the approved species listed in tables 12-8.1 and 12-8.2. Shade trees are encouraged.

(2) The location of an existing tree on the lot or the proposed location of a new protected or replant species, where required in this subsection, shall be identified on the site plan submitted as part of the information submitted for a building permit. If an existing tree is qualified and chosen for preservation, appropriate tree protection processes must be followed.

(c) For lots with a front setback of less than eight feet or where planting in the front yard is not possible, the required trees shall be planted elsewhere on the block or a contribution to the tree planting trust fund may be made (see section 12-8-23).

Sec. 12-8-16. Buffer yards

(a) *Purpose.* The purpose of establishing buffer yard and screening requirements is to protect and preserve the appearance, character, and value of property within the city and to recognize that the transition between certain uses requires attention to eliminate or minimize potential nuisances such as dirt, litter, glare, signs, parking areas, and different building styles and scales associated with different land uses. The buffer yard requirements are not meant to replace regulations for specific zoning district side and rear yard requirements, except that buffer yard requirements may be more stringent than specific zoning district regulations.

(b) *Exemptions*. Notwithstanding any conflicting requirement in this chapter, residential subdivisions with five or fewer lots and containing only residential structures with four or fewer dwelling units per structure, are not required to provide buffer yards against any other residential use or residentially zoned property.

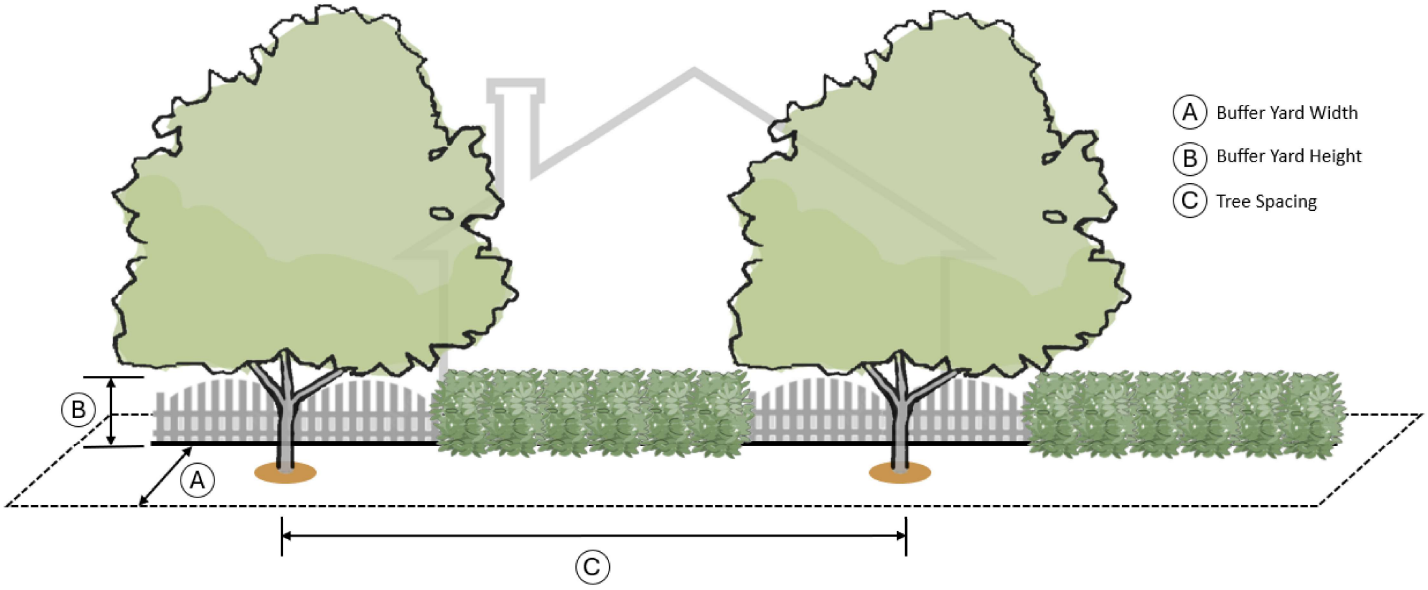
(c) *Requirements for buffer yards*. The provisions of this section must be met at the time that building sites are developed or redeveloped.

(1) *Buffer yard width.* The buffer yards required below shall extend the entire length of the common property line or zoning district boundary except when the sites are separated by a public street or right-of-way, body of water, or similar manmade or natural buffer of equal width. The buffer yard may be located within a larger required yard or may supersede the requirements for smaller required yards depending on the specific zoning district regulations.

a. Residential uses with more than four units in a single structure abutting a single-family, duplex, or vacant site in a residential zoning district require a ten-foot buffer yard.

b. A non-residential use abutting a residential zoning district requires a 20-foot buffer yard.

FIGURE 12-8. 5. BUFFER YARD COMPONENTS



(2) *Buffer yard material requirements.* A buffer yard must contain trees and screening materials as specified in this subsection.

a. A buffer yard shall contain one or more of the following types of screening materials sufficient to provide a minimum of 75 percent opacity between the finished grade at the common boundary line and a height of at least six feet above that grade, along the full length of all common boundaries. Fences and walls shall not exceed the maximum height restrictions for fences established in chapter 12-6. The composition and placement of screening materials within the buffer yard shall be at the discretion of the developer, provided the purpose and requirements of this section are met.

1. Fence
2. Wall
3. Hedge
4. Landscaping
5. Earth berm

b. In addition to the materials required above, one tree shall be planted for each 25 linear feet of buffer, or major fraction thereof, with a minimum of 50 percent of such trees being shade trees. Protection of existing healthy trees within a required buffer yard is encouraged, and when such trees are preserved, the spacing and number of required trees may be adjusted to account for their growth characteristics.

c. Shrubs, if used, shall be a minimum of two feet in height at the time of planting and spaced no more than five feet apart. Shrubs shall consist of a variety of species and shall be adequately maintained so that a minimum height of six feet can be achieved within three years of planting. Protection of existing healthy shrubs is encouraged, and when such shrubs are preserved, spacing requirements may be adjusted to account for the growth characteristics. Table 12-8.3 lists recommended vegetation for screening.

d. Any earth berm used to meet the requirements of this section must be stabilized to prevent erosion and must be landscaped with grasses, shrubs, or other materials.

e. Grass, other ground cover or permeable mulching material shall be planted or placed on all areas of the buffer yard required by this section if not occupied by other landscape materials.

TABLE 12-8. 3. RECOMMENDED VEGETATION LIST FOR BUFFER YARD VISUAL SCREEN

Azalea (Rhododendron indicum, Rhododendron simsii, Rhododendron obtusum)
Chinese holly (Ilex cornuta)
Chinese juniper (Juniperus chinensis)
Cleyera (Cleyera japonica)
Florida Flame Azalea (Rhododendron austrinum)
Japanese holly (Ilex crenata)
Piedmont Azalea (Rhododendron canescens)
Rocky Mountain juniper (Juniperus scopulorum)
Savin juniper (Juniperus chinensis)
Saw Palmetto (Serenoa repens)
Simpson's Stopper (Myrcianthes fragrans)
Southern Waxmyrtle (Myrica cerifera var. pumila)
Virginia Sweetspire (Itea virginica)
Walter's Viburnum (Viburnum obovatum)
Wax Myrtle (Myrica cerifera)
Yaupon holly (Ilex vomitoria)
Suggested planting sizes: • One-gallon plant. Approximately 15—24 inches in height. • Three-gallon plant. Approximately 24—36 inches in height.

(3) *Use of existing screening.* When a lot is developed in a manner that requires a buffer yard and abuts an existing hedge, fence, or other screening feature on the adjoining lot, the existing screen may be used to satisfy the buffer screening material requirements of this section; however, the full required width of the buffer yard shall still be provided. The existing screen shall meet the minimum screening standards established by this section and shall be protected from damage by pedestrians or motor vehicles. The burden to provide and maintain the required screening remains with the use to be screened and is a continuing obligation that runs with the land for so long as the original relationship exists.

(4) *Hardship determination.* If the Mayor or designee determines that the construction of a buffer yard required by this chapter would create a hardship due to the unique or peculiar circumstances related to the size, configuration, or location of the site, or due to the renovation of existing structures or vehicular use areas, a buffer yard with a width of no less than five feet may be approved administratively, provided the buffer yard meets the visual screening requirements of this section.

(5) *Alternative screen methods.* Under certain circumstances the application of the standards above is either inappropriate or ineffective in achieving the purposes of this section. When the site design, topography, unique relationships to other properties, natural vegetation, or other special considerations exist relative to the proposed development, the developer may submit a specific plan for screening.

(6) *Stormwater within buffer yards*. Buffer yards may be used to create rain gardens or other stormwater facilities with the selection of appropriate plant material, according to the city's approved plant list and approval by the engineering division of the City's Public Works and Engineering department. Plants in these stormwater facilities shall be selected to meet applicable buffer yard screening requirements, and they should be tolerant of periodic inundation and drought. It is recommended that native plants be selected from the Florida Friendly Landscaping Guide to Plant Selection and Landscape Design, Northern Region, and Waterwise Landscapes by the South Florida Water Management District. See also Table 12-8.4.

TABLE 12-8. 4. BIORETENTION & RAINWATER GARDEN PLANT LIST

Common Name	**Scientific Name**
Flowers	
Blue-Eyed Grass	Sisyrinchium Atlanticum Bicknell
Blue Flag Iris	Iris Hexagona

Cardinal Flower	Lobelia Cardinalis
Chipola Coreopsis	Coreopsis Integrifolia
Goldenrod	Solidago spp.
Rainlily	Zephryanthes spp.
Swamp Sunflower	Helianthus Angustifolius
Spider Lily	Hymenocallis Latifolia
Swamp Lily	Crinum Americanum
Swamp Milkweed	Asclepias Perennis
Grasses	
Florida Gamma Grass	Tripsacum Floridanum
Muhly Grass	Muhlenbergia Capillaris
Path or Soft Rush	Juncus spp.
River Oats	Chasmanthium Latifolium
Wiregrass	Aristida Stricta
Sand Cord Grass	Spartina bakeri
Elliott's Lovegrass	Eragrostis elliottii
Shrubs	
Beautyberry	Callicarpa Americana
Buttonbush	Cephalanthus Occidentalis
Virginia Willow	Itea Virginica
Wax Myrtle	Myrica Cerifera

Sec. 12-8-17. Landscaping specifications

The landscaping materials required in the various site landscaping zones shall meet the following specifications.

(a) *Species.* The required trees must be selected from table 12-8.1 or the following list. Fruit trees may be used as long as they meet the size requirements.

TABLE 12-8. 5. TREE REPLANT LIST

A. Small Trees:	
1. American Holly (Ilex opaca) *	18. Holly, Dahoon (Ilex cassine) */**
2. Arizona Cypress (Cupressus arizonica)	19. Hop-hornbeam (Ostrya virginiana) *
3. Ashe Magnolia (Magnolia ashei) *	20. Hornbeam (Carpinus caroliniana) *
4. Camellia (Japonica) ***	21. Japanese Magnolia (Magnolia obovata)
5. Chapman Oak (Quercus chapmanii)	22. Little Gem Magnolia (Magnolia grandiflora)
6. Crabapple (Malus angustifolia) */***	23. Loquat (Eriobotrya japonica) ***
7. Dogwood (Cornus florida) */***	24. Mulberry, Red (Morus rubra) *
8. Drake Elm (Ulmus parvifolia)	25. Myrtle Oak (Quercus myrtifolia) *
9. Eagleston Holly (Ilex × attenuata 'Eagleston') *	26. Red Buckeye (Aesculus pavia) */***
10. East Bay Holly (Ilex latifolia × cornuta) ***	27. Redbud (Cercis canadensis)
11. East Palatka Holly (Ilex attenuata/cassine × opaca) */***	28. Rusty Blackhawk (Viburnum rufidulum) */***
12. Eastern Red Bud (Cercis canadensis) *	29. Sand Live Oak (Quercus geminata) *
13. Fineline Holly (Ilex cornuta) ***	30. Savannah Holly (Ilex × attenuata 'Savannah) */***
14. Flatwoods Plum (Prunus umbellata) */***	31. Smooth Redbay (Persea borbonia) */**
15. Fringe Tree (Chionanthus virginicus) */***	32. Wax Myrtle (Myrica cerifera) */***
16. Green or red Japanese Maple (Acer palmatum)	33. Yaupon Holly (Ilex vomitoria) */***
17. Hawthorne (Crataegus spp.) */***	
B. Medium and Large Trees:	
1. American Sycamore (Plantanus occidentalis)	21. Live Oak (Quercus virginiana) **
2. Ash, White (local) (Fraxinus americana) **	22. Oak, Overcup (Quercus lyrata)
3. Bald Cypress (Taxodium distichum)	23. Oak, Shumard (Quercus shumardii) **
4. Bald Cypress (Taxodium distichum) (medium class)	24. Oak, Southern Red (Quercus falcata) **

5. Birch, River (Betula nigra) **	25. Oak, White (Quercus alba) **
6. Bluejack Oak (Quercus incana) (medium class)	26. Palm, Cabbage (Sabal Palmetto)
7. Cedar, Atlantic White (Chamaecyparis thyoides)	27. Palm, Pindo (Butia capitata)
8. Cedar, Eastern Red (Juniperus virginiana)	28. Pecan (Carya illinoensis) (large class)
9. Cedar, Southern Red (Juniperus silicicola)	29. Pond Cypress (Taxodium ascendens) (medium class)
10. Chalkbark Maple (Acer leucoderme)	30. Red Maple (Acer rubrum)
11. Chinese Pistache (Pistacia chinensis)	31. Southern Magnolia (Magnolia grandiflora) **
12. Eastern Poplar (Populus deltoides)	32. Swamp Red Maple (Acer rubrum var. drummondii)
13. Elm, Florida (Ulmus americana var. floridana) **	33. Swamp White Oak (Quercus bicolor)
14. Elm, Winged (Ulmus alata) **	34. Sweet Gum (Liquidambar styraciflua)
15. Hickory (Carya spp.) **	35. Sweetbay (Magnolia virginiana) **
16. Loblolly Pine (Pinus taeda)	36. Tulip Tree (Liriodendron tulipifera)
17. Loblollybay (Gordonia lasianthus) **	37. Tupelo, Water (Nyssa aquatica)
18. Maple, Florida Sugar (Acer barbatum floridanum) **	38. Walnut, Black (Juglans nigra) **
19. Oak, Nuttall (Quercus nuttallii)	39. Willow Oak (Quercus phellos)
20. Oak, Post (Quercus stellata) **	40. Windmill Palm (Trachycarpus fortunei)
When measuring a tree to determine if it meets the trunk diameter criteria, it shall be measured at diameter breast height (DBH), which is the diameter of the tree at 4½ feet (54 inches) above ground. The scientific name shall control for compliance purposes. Common names are furnished for reference purposes only. * Native trees **Shade Trees. *** Suitable for planting beneath utility lines.	

Source: Native Trees for North Florida, Florida Cooperative Extension Service, University of Florida. Florida-Friendly Plant List 2006, Florida Yards and Neighborhoods, Cooperative Extension Service, University of Florida.

(b) *Minimum height and diameter*. Required trees and shrubs shall meet the following.

TABLE 12-8. 6. MATERIAL REQUIREMENTS

Plant Material	Minimum Height	Minimum DBH/size
Medium or Large Tree	8 feet	3”
Shrub (not used for screening)	12 inches	3-gallon container
Shrub (used for screening)	18 inches	5-gallon container

(c) *Tree location*. Trees shall be spaced to allow proper mature growth. Trees shall not be planted in the following locations:

(1) Within 10 feet of any building, including porches, awnings, and other permitted projections.

(2) Within five feet of any sidewalk or curb if the tree is classified as a Medium or Large Tree.

(3) Within 1.75 feet of any sidewalk or curb if the tree is classified as a Small Tree. A minimum four-foot-wide planter may be provided to accommodate proper tree placement and centering.

(d) *Tree growth*.

(1) Required trees shall be container-grown if planted during the months of March through October. During the remaining months, balled and burlapped (B&B) material may be used. Appropriate documentation shall be provided to the city's designated arborist.

(2) When multiple trunk trees are specified, such as Dogwood, each stem must be a minimum of one and one-half inches DBH, with a minimum of three stems. These type trees shall not be cut back prior to planting.

(e) *Planting area*.

(1) A minimum of 100 square feet of planting area shall be required for each new species type A tree identified in table 12-8.1 and small species identified in table 12-8.5.

(2) A minimum of 200 square feet of planting area shall be required for each new species type B and type C tree identified in table 12-8.1 and medium and large species identified in table 12-8.5.

(3) A minimum planting area of 75 percent of the dripline area of the tree shall be required for all existing trees. If conditions warrant a larger area to preserve the tree, the city shall have the right to require up to 100 percent of the dripline. Approved pavers may be used in certain situations, if approved by the city's designated arborist. Pervious surfaces are strongly encouraged.

(f) *Overhead lines*. If trees are required where overhead utilities exist, and such trees may create a maintenance potential, only species whose expected height at maturity will not create interference may be planted. Tree locations shall be coordinated with the utility provider.

(g) *Ground cover*. One hundred percent of the required landscaped areas, including the perimeter strip, parking and vehicular surface area, and site interior area, shall be covered with turf grass or other approved living ground cover or well-maintained mulch. Bare soil is prohibited. In the Pensacola Historic District, Old East Hill preservation district, and North Hill preservation district, artificial turf is prohibited within required landscaped areas and discouraged throughout the remainder of the site.

(h) *Safety*. Ground vegetation or shrub plantings with spines, thorns, or needles that may present hazards to pedestrians, bicyclists, or vehicles shall be maintained a minimum distance of two feet from the edge of walkways and sidewalks.

(i) *Preserved trees*. Where existing trees are preserved, tree wells, tree islands, or a continuous curb shall be utilized to protect the trunk and root system from alterations to surrounding grade elevations and damage from automobiles. A drainage system (such as with perforated curbing or periodic curb cuts for drainage), sufficient enough to allow percolation into permeable soil, shall be provided in the area defined by the dripline of the trees.

Sec. 12-8-18. Street trees in the public right-of-way

Street trees shall be provided in the public right-of-way in conjunction with all new developments and redevelopment except single-family detached and duplex, in accordance with section 11-4-88 (placement of trees and poles) and this section.

(a) Where street trees cannot reasonably be planted within the street greenway, a fee payment per tree in lieu of planting shall be made to the tree planting trust fund (see section 12-8-23).

(b) Street tree planting, and maintenance requirements shall be as follows:

(1) For each lot, one tree shall be provided for every 35 linear feet of public right-of-way frontage, on average. Where a street greenway exists, required trees shall be planted within the greenway. Where no greenway exists, where the landscape strip is less than three feet wide, or where utility conflicts exist, the required street trees shall be planted elsewhere on the block.

(2) Trees planted three feet or less from a public sidewalk shall have a minimum clearance of six feet and six inches between the public walking surface and the lowest branches at planting.

(3) Mature trees shall be maintained at a minimum clearance of eight feet above the public walking surface and 13.5 feet over the vehicular travel lanes.

(4) Trees planted within the public right-of-way shall include a root barrier to prevent the shifting of sidewalks at maturity.

a. Installation of tree pits and grates, when necessary, within the public right-of-way shall be coordinated with the City Public Works and Engineering department for style consistency. Installed tree pits and grates shall be maintained by the property owner in perpetuity.

b. Where paved surface occurs between a gallery and the curb, installation of street trees in individual tree pits with tree grates, or linear planters with pervious pavers between several trees, shall be required.

c. Where trees are planted in sidewalk planters, the minimum sidewalk planting pit dimensions shall be four feet by four feet.

Sec. 12-8-19. Maintenance

The legal owner of record, as shown on the current tax assessment roll, or the designated lessee or agent shall be responsible for the maintenance of all landscape areas, including landscaping located within the public right of way. Landscape areas shall be maintained to present a healthy, neat, and orderly appearance at all times and shall be kept free of refuse and debris. Within three months of a determination by the city's designated arborist that a protected tree required to be retained on a development site (as part of an approved site development plan) or other required landscaping is dead, severely damaged, or diseased, the tree or

landscaping shall be replaced by the owner in accordance with the standards specified in this chapter. The city's designated arborist may approve additional time appropriate to the growing season of the species in question, not to exceed one year.

Sec. 12-8-20. Required irrigation

All landscaped areas, excluding individual single-family dwellings and duplex units, shall be provided with an underground sprinkler irrigation system. An irrigation plan shall be provided with the landscape component of the development plan. The irrigation system shall have separate zones with appropriate emitters or heads for each tree planted on site.

All portions of the irrigation system shall be continuously maintained in a condition that the intent of an irrigation design is fulfilled. Uncontrolled emission of water from any pipe valve, head, emitter, or other irrigation device shall be considered evidence of non-maintenance.

"Waterwise Florida Landscapes" is the required reference guide for Xeriscaping and irrigation techniques.

(Code 1986, § 12-6-8; Ord. No. 31-09, § 1, 9-10-2009; Ord. No. 16-10, § 219, 9-9-2010; Ord. No. 04-21, § 7, 2-25-2021)

Sec. 12-8-21. Modifications

(a) The city's designated arborist may determine that the required irrigation percentage for a site may be reduced and may also reduce the required mitigation payment into the Tree Planting Trust Fund when it has been demonstrated and set forth in writing that Best Management Practices have been employed in the proposed plans for development of a site. Areas in which the utilization of Best Management Practices would be applicable include, but are not limited to: Enviroscaping; Xeriscaping; Landscape Irrigation; and LEED/Green Building Techniques such as, but not limited to, green roofs, rain garden landscape design, shading constructed surfaces on the site with landscape features, and minimizing the overall building footprint and parking area; which are designed to reduce heat islands (thermal gradient differences between developed and undeveloped areas) to minimize impact on the environment.

(b) Under certain circumstances, the application of the standards of this chapter may be either inappropriate or ineffective in achieving the purpose of this chapter. When planting is required by this chapter or by other provisions herein, and the site design, topography, unique relationships to other properties, natural vegetation or other special considerations exist relative to the proposed development; the developer may submit a specific alternate plan for the planting. This alternate landscape and tree protection plan must demonstrate how the purposes and standards of this chapter will be met by measures other than those in sections 12-8-15 and article I of this chapter. The city's designated arborist shall review the alternate proposal and advise the applicant of the disposition of the request within 15 working days of submission by the applicant. Any appeals by the applicant shall be in accordance with chapter 12-3, article XIV.

(Code 1986, § 12-6-9; Ord. No. 50-00, § 5, 10-26-2000; Ord. No. 31-09, § 1, 9-10-2009; Ord. No. 04-21, § 8, 2-25-2021)

Sec. 12-8-22. Enforcement

(a) *Stop work order.* Whenever the city's designated arborist determines that a violation of this chapter has occurred, the following actions shall be initiated:

(1) *Written notice.* The city arborist shall issue a written notice by personal delivery or certified mail to the person violating this chapter of the nature and location of the violation, specifying what remedial steps are necessary to bring the project into compliance. Such person shall immediately, conditions permitting, commence the recommended remedial action and shall have ten working days after receipt of said notice, or such longer time as may be allowed by the city's designated arborist, to complete the remedial action set forth in said notice.

(2) *Remedial work and stop work orders.* If a subsequent violation occurs during the ten working days referred to in subsection (a)(1) above, or if remedial work specified in the notice of violation is not completed within the time allowed, or if clearing and development of land is occurring without a permit, then the city's designated arborist shall issue a stop work order immediately. Said stop work order shall contain the grounds for its issuance and shall set forth the nature of the violation. The stop work order shall be directed not only to the person owning the land upon which the clearing and development is occurring, but also a separate stop work order shall be directed to the person or firm actually performing the physical labors of the development activity or the person responsible for the development activity, directing him forthwith to cease and desist all or any portion of the work upon all or any geographical portion of the project, except such remedial work as is deemed necessary to bring the project into compliance. If such person fails to complete the recommended remedial action

within the time allowed or fails to take the recommended action after the issuance of such stop work order, then the city's designated arborist may issue a stop work order on all or any portion of the entire project.

(3) *Notice of compliance.* Upon completion of remedial steps required by notice the city's designated arborist shall issue a notice of compliance and cancellation of said notice or stop work order.

(b) *Penalty.* The fine for violating this chapter shall be based on the size of limbs or the trees removed without a permit. The measurement to establish said fine shall be based on the remaining tree material left intact on the site. If a tree is removed, the trunk caliper shall be measured at DBH (or as near as possible in the case of a stump) and at the point of removal for a limb. If no evidence remains, photos or Google Maps may be referred to for willful or egregious violations. If, in the opinion of the city's designated arborist, the tree has been substantially damaged so that its normal growth character will never return (i.e., a tree is topped and will never recover the original character) then the fine may be based upon the caliper of the tree trunk or each limb removed, whichever is the greater. Each day a violation of a stop work order continues shall constitute a separate offense. Each protected tree removed without a permit or in violation of a permit shall constitute a separate fine. Any person may seek an injunction against any violation of this chapter and recover any damages suffered. Nothing in this Chapter shall be construed to limit the fines, prohibitions, enforcement, or penalties of another Chapter.

Sec. 12-8-23. Tree planting trust fund

A tree planting trust fund has been established and is funded by the violation fines and mitigation fees assessed pursuant to this chapter.

(a) Expenditures from the tree planting trust fund are hereby authorized and may be made by the mayor or designee and shall be utilized for acquiring, planting, and maintaining trees and, in cases where necessary, other vegetation for public purposes within the city. The first priority for expenditure of funds deposited in the tree planting trust fund is for restoration of the tree canopy in the area where trees generating the funds were removed. Any expenditure in excess of $25,000.00 must be approved by the city council following review by the environmental advisory board.

(b) A grant program is hereby established for community organizations such as neighborhood associations, civic organizations, and garden clubs, according to the following criteria:

(1) Each grant is limited to 50 percent of the cost of the proposed project up to $5,500.00;

(2) The tree planting trust fund must have sufficient funds for the project requested;

(3) Grant requests must be submitted to the environmental advisory board for review prior to consideration by the city's designated arborist and city council;

(4) The city council must approve each grant request; and

(5) The funds must be utilized for providing trees or other appropriate vegetation along with associated irrigation that will help restore the tree canopy as deemed appropriate by proper planting location requirements and may enhance the natural beauty of the community, serve to deter graffiti or the defacement of public or private property, and may create sound buffers where desirable.

(Code 1986, § 12-6-10; Ord. No. 44-99, § 5, 11-18-1999; Ord. No. 50-00, § 5, 10-26-2000; Ord. No. 31-09, § 1, 9-10-2009; Ord. No. 16-10, § 220, 9-9-2010; Ord. No. 21-15, § 1, 12-9-2015; Ord. No. 04-21, § 9, 2-25-2021)

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CHAPTER 12-9. SITE AND SUBDIVISION DESIGN

ARTICLE I. SUBDIVISION DESIGN

Sec. 12-9-1. Purpose.

The purpose of this chapter is to establish standards and procedures for the subdivision of land to ensure that development occurs in a manner that protects the public health, safety, and welfare. Land shall be subdivided only where it is suitable for development, free from hazards such as fire, flooding, or other conditions that may pose a risk to persons or property. Subdivision design and development shall minimize adverse impacts to natural systems and environmental resources, as provided in this chapter.

Sec. 12-9-2. Subdivision required.

No person shall subdivide land within the city nor commence construction of any building or public improvement on such land without first obtaining approval and recording of a final plat. In the case of a two-lot subdivision, a boundary survey may be used in lieu of the final plat, provided it complies with applicable provisions. Furthermore, no building shall be constructed on any land that has not been legally surveyed and designated as a building site by a recorded plat or boundary survey.

Nothing in this chapter shall be construed to require platting or recording for the following activities:

(a) Public acquisition of land strips for the widening of existing streets, or

(b) The combination of previously platted lots, provided that no new or residual parcels are created which are smaller than the minimum lot size required by this code. While lot combination is exempt from platting, development on those lots shall comply with the stormwater requirements of the city and all state regulatory stormwater authorities.

(Code 1986, § 12-8-2; Ord. No. 21-93, § 4, 8-16-1993; Ord. No. 29-21, § 4, 12-16-2021)

Sec. 12-9-3. Prohibition.

Land that the city has found to be unsuitable for subdivision due to flooding, poor drainage, or other features likely to be harmful to the health, safety and general welfare of future residents shall not be subdivided unless adequate corrective methods are proposed by the developer and approved by the Mayor or designee.

Sec. 12-9-4. Adequate public facilities.

Land shall not be subdivided unless adequate public facilities and improvements are available, and proper provision has been made for drainage, water, sewage, and capital improvements, including coordinated transportation facilities, parks, and other public improvements consistent with the comprehensive plan.

(Code 1986, § 12-8-1; Ord. No. 29-21, § 4, 12-16-2021)

Sec. 12-9-5. Subdivision layout.

All subdivisions must comply with the following standards.

(a) *Blocks*.

(1) The length, width, and shape of blocks shall be determined with due regard to:

a. Provision of adequate building sites suitable to the special needs of the type of use contemplated.

b. Zoning requirements.

c. Needs for convenient access, connectivity, circulation, control, and safety of all modes of transportation.

d. Walkability.

e. Limitations and opportunities of topography.

(2) Block length in all zoning districts shall not exceed 1,400 feet or be less than 400 feet. Where blocks are 700 feet or more in length, the public works and engineering department may require a 20-foot pedestrian easement through the block. Long blocks should be oriented for adequate drainage and toward focal points such as a shopping center or a school.

(3) Within the CRA Urban Design, historic, preservation, and redevelopment districts, the current block length shall be maintained.

(4) Block width within residential developments should be wide enough to allow two tiers of lots.

(5) Subdivision layout shall consider the location of flood prone areas.

(b) *Street layout*.

(1) Wherever a tract or parcel to be subdivided embraces any part of a street designated in the comprehensive plan, such part shall be platted in the location and width indicated on such plan.

(2) The arrangement, character, extent, width, grade, and location of all streets shall conform to chapter 12-7 and the comprehensive plan and shall be considered in relation to existing and planned streets, topographical conditions, public convenience and safety, the proposed uses of the land to be served by such streets, and the most advantageous development of the surrounding neighborhood.

(3) Where such details are not shown in the comprehensive plan, the arrangement of streets in a subdivision shall either:

a. Provide for the continuation or appropriate projection of existing principal streets in surrounding areas; or

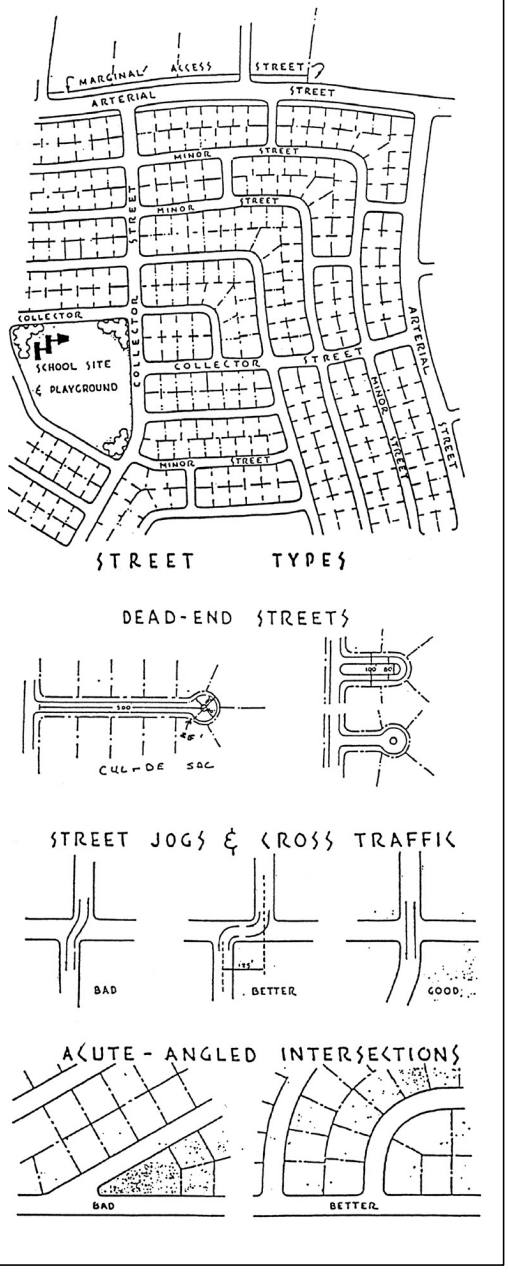
b. Conform to a plan for the neighborhood, if one has been approved or adopted by the city.

(4) New subdivisions adjacent to existing subdivisions shall connect to existing stub outs. If adjacent to vacant land, they shall provide stub outs for future connection between subdivisions.

(5) Residential and nonresidential subdivisions located along arterial streets shall be encouraged to provide consolidated access points for all uses within the subdivision.

(6) Where a subdivision borders on or contains a railroad right-of-way or limited access highway (super highway) right-of-way, the public works and engineering department may require a street approximately parallel to and on each side of such right-of-way, at a distance suitable for the appropriate use of the intervening land, as for park purposes in residential districts, or commercial or industrial purposes in appropriate districts. Such distances shall also be determined with due regard for the requirements of approach grades of future grade separations.

Figure 12-7. 1. Street Design



(7) Reserve strips (nonaccess easements) controlling access to streets shall be prohibited except where their control is placed in the city under conditions approved by the public works and engineering department.

(8) Street jogs with centerline offsets of less than 125 feet shall be avoided.

(9) Streets shall be laid to intersect as nearly as possible at right angles, and no streets shall intersect any other street at less than 60 degrees.

(10) Property lines at street intersections shall be rounded with a radius of 25 feet, or a greater radius where the public works and engineering department deems it necessary.

(11) Half streets shall be prohibited, except where essential to the reasonable development of the subdivision in conformity with the other requirements of these regulations, and where the public works and engineering department finds it will be practicable to require the dedication of the other half when the adjoining property is subdivided. Whenever a half street is adjacent to a tract to be subdivided, the other half of the street shall be platted within such tract.

(12) Dead-end streets are prohibited except those designed to be so permanently. Permanent dead-end streets shall be no longer than 500 feet and shall be provided at the closed end with a turnaround having an outside roadway diameter of at least 80 feet and a street property line diameter of at least 100 feet. At the intersection of the turnaround and the straight portion of the right-of-way there shall be a 25-foot radius as a transition.

(13) Grades and transition of grades must be approved by the city engineer and in no case shall be less than two-tenths percent.

(14) Private streets may be approved provided they are constructed according to the standards for public streets specified in this chapter and chapter 12-7. However, required private ingress and egress easements, private rights-of-way or private common area widths, and pavement widths may have reduced widths for both rights-of-way and street widths. In the event that a private street is approved, the following statement shall be shown on the preliminary and final plats: "All roads and rights-of-way shown on this plat are private and are not subject to maintenance by the City of Pensacola." Maintenance of private streets shall be as provided in section 12-7-4.

(15) The names or numbers of new streets shall not duplicate or be phonetically similar to existing street names, regardless of the prefix or suffix used such as "Avenue," "Boulevard," "Court," "Crescent," "Drive," "Place," "Street," and "Terrace." All street names shall be subject to approval by the public works and engineering department. A proposed new street that is aligned with, or is a continuation of an existing street, shall have the same name as the existing street. Applicants are encouraged to verify proposed street names with the postal authorities prior to submitting the plat to the public works and engineering department for approval.

(16) The subdivision design shall comply with the Florida Fire Prevention Code, NFPA 1. Chapter 18, Fire Department Access and Water Supply.

(c) *Lots, building site area, and yard restrictions*.

(1) Minimum building site area and yard restrictions shall be governed by the requirements of chapter 12-4. Every lot or parcel of land shall abut a public street, or private street where permitted by this chapter.

(2) Insofar as practical, side lot lines shall be at right angles to straight right-of-way lines or radial to curved right-of-way lines.

(3) The lot size, width, depth, shape, and orientation, and the minimum building setback lines shall be appropriate for the location of the subdivision and for the type of development or use contemplated.

(4) Double frontage lots shall be avoided except where desirable to provide separation of residential developments from traffic arteries or to overcome specific disadvantages of topography and orientation. A nonaccess easement with a planting screen or solid fence shall be provided along the line of lots abutting such a traffic artery.

Sec. 12-9-6. Dedication of streets and rights-of-way.

No subdivision shall be approved unless it is accompanied by a dedication of all streets and rights-of-way that are required to be dedicated under this code. The exception to this is private streets, which shall be provided for by the developer in accordance with the requirements of this chapter. Any land lying within a proposed development that is necessary to widen or extend local streets, arterials, or collectors as required to meet city standards shall be dedicated.

Sec. 12-9-7. Easements.

(a) Easements shall be provided along lot lines for drainage when deemed necessary by the city engineer and shall be at least 12 feet wide.

(b) Where a subdivision is traversed by a watercourse, drainageway, channel, or stream, a stormwater easement or drainage right-of-way shall be provided, substantially following with the lines of the watercourse and of sufficient width to serve its intended purpose. Parallel streets may be required in connection with the easement/right-of-way.

(c) A perpetual four-foot building wall maintenance easement shall be provided on the lot adjacent to the zero-lot-line property line, which, except for fences, shall be kept clear of structures. This easement shall be shown on the subdivision plat and shall be incorporated into each deed transferring title to the property. The wall shall be maintained in its original color, and treatment unless otherwise agreed to in writing by the two affected lot owners. Roof overhangs may penetrate the easement of the adjacent lot a maximum of 24 inches, but the roof shall be so designed that water runoff from the dwelling placed on the lot line is limited to the easement area.

(d) Where townhouse lots back up to each other, a five-foot access easement shall be maintained along the rear of each lot. This easement can be either part of the rear yard of each lot or a commonly owned ten-foot access easement maintained by a homeowners' association. This easement must be kept clear of fences, landscaping, or other barriers.

(Code 1986, § 12-8-4; Ord. No. 13-06, § 16, 4-27-2006; Ord. No. 29-21, § 4, 12-16-2021)

Sec. 12-9-8. Sites for public use.

(a) *School sites*. The public works and engineering department may, where necessary, require reservation of suitable sites for schools. Such sites shall be made available to the county school board for acceptance or refusal. If accepted by the school board, the site shall be reserved for future purchase by the school board for a period of one year from the date of acceptance.

(b) *Sites for park and recreation or open space*. Each subdivision plat shall be reviewed by the planning and leisure services departments to assess park, recreation, and open space needs for the recreation service area in which the subdivision is located and for the city as a whole, and to evaluate the suitability of the land fulfill those needs. Based on this review, the city may recommend one of the following:

(1) *Dedication of land*. The subdivider or owner shall dedicate to the city land for park, recreation, or open space purposes equal to at least five percent of the gross area of the residential subdivision. In no case shall the total acreage donated be less than one-quarter acre.

(2) *Payment in lieu of land dedication*. In lieu of land dedication, the subdivider or owner may pay the city a sum of money equal in value to five percent of the gross area of the subdivision. This sum shall be held in escrow and used solely by the city for acquiring parks and developing playgrounds. Land value shall be based on its unimproved value, as determined by the most current Escambia County Property Appraiser’s assessment.

A reduction or waiver of the required park and open space (or payment in lieu of land dedication) for new residential subdivisions may be approved by the mayor or designee when it is determined that said waiver will result in the preservation of five or more protected trees with a trunk of 12 inches DBH or greater.

(c) *Private recreation and open space facilities for multifamily residential developments*. Multifamily residential developments with more than four units, except for those located within the boundaries of the city's dense business area, are required to reserve five percent of the total lot area for recreation and open space facilities. This land area requirement shall be provided in addition to the landscaping area requirements established in chapter 12-8. However, if a buffer yard is required between the multifamily development and an adjacent single-family land use or zoning district, the buffer yard land area requirements may be credited toward the recreation/open space land area requirement.

(d) *Public facilities*. All developments shall be provided with sufficient utility easements including potable water, sanitary sewer, electric power and light, telephone, natural gas, cable television, and any other franchised utilities, including access for maintenance. Sufficient easements shall be provided for stormwater management facilities, including access for maintenance. All public and private street networks and parking lots shall be designed to allow easy access for solid waste disposal and emergency service vehicles.

(Code 1986, § 12-8-6; Ord. No. 9-96, § 14, 1-25-1996; Ord. No. 16-10, § 223, 9-9-2010; Ord. No. 29-21, § 4, 12-16-2021)

Sec. 12-9-9. to 12-9-19. Reserved.

ARTICLE II. SITE UTILITIES AND LIGHTING.

Sec. 12-9-20. Street and storm drainage improvements.

The site owner or developer shall prepare and submit to the city engineer for approval plans for adequate storm drainage and street improvements, which shall be installed by the owner or developer in accordance with specifications set forth herein.

(a) *Pavement cost*. Where a subdivision includes an arterial or collector street, the city shall pay the cost of all pavement over 24 feet in width and 50 percent of the cost of pavement adjoining parks and playgrounds. The cost of 50 percent of the pavement adjoining school sites shall be assessed to the county school board.

(b) *Storm drainage*. If oversized storm drainage is required in a subdivision to serve an area beyond the project, these facilities shall be built and/or paid for by the subdivider and the city in such reasonable manner as the subdivider and the mayor shall agree to and shall be a proratable charge against the area to be benefitted. This shall apply to areas outside the project area that are owned by the city or for which the city has maintenance responsibility. The design of all required improvements shall conform to the following standards or an approved equal and detailed specifications obtainable from the Mayor or designee's office.

(c) *Clearing, grubbing and grading*. Clearing and grubbing shall be for the full width of the right-of-way except as permitted by the city engineer. Grading shall be done to plans approved by the Mayor or designee.

(d) *Construction plans and profiles*. Construction plans and profiles shall be submitted for approval to the Mayor or designee's office for all street and storm drainage improvements. The drawings shall have a sheet size of 24 inches by 36 inches. The drawings shall have a horizontal scale of 20 feet to the inch and a vertical scale of two feet to the inch. The drawings, upon approval of the Mayor or designee, shall become the possession of the city.

(1) Street paving plans and profiles shall show:

a. Centerline stationing.

b. Curve data.

c. Rights-of-way dimensions.

d. Roadways widths.

e. Elevations on a datum approved by the Mayor or designee at centerline stationing.

f. Existing water lines, gas lines, underground cables, and any other features in the right-of-way.

g. Lot lines.

h. Typical sections of roadway, curbing and any other details as may be necessary to clearly express intent.

i. Existing ground centerline on the profile as a long broken line separated by dots, north and east property lines by medium long dashed lines, and south and west property lines as a short dashed line, and the proposed centerline as a solid line.

j. The gradient of the centerline and elevations of all vertical curves.

k. Title, scale, north arrow, benchmarks, date, name of developer and engineer who prepared plan.

(2) Storm sewer plan and profiles shall show:

a. Centerline stationing.

b. Location of sewer line with respect to curb line.

c. Location of manholes and inlets and type to be used.

d. Elevations of manhole inverts and inlets inverts on plan view.

e. Existing ground profile along centerline of sewer.

f. Profile of proposed sewer inverts as heavy solid line.

g. Gradient of proposed sewer invert.

h. Title, scale, north arrow, benchmarks, date, name of developer and engineer who prepared plan.

(e) *Flooding or erosion.* Stormwater runoff from any parcel shall neither create nor exacerbate a flooding or erosion problem. Flexibility in this guideline shall be considered by the Mayor or designee based on capacity of nearby off-site stormwater drainage systems, the surrounding topography and the natural drainage pattern of the area.

Sec. 12-9-21. Potable water.

All new development shall connect to the public water system to provide a supply capable of providing domestic water use and fire protection. Adequate water appurtenances (including fire hydrants) shall be coordinated with the Mayor or designee, Emerald Coast Utilities Authority (ECUA), National Fire Prevention Association (NFPA), and state specifications. All water facilities shall be located and designed with ECUA standards, specifications, and details.

Sec. 12-9-22. Sanitary sewers.

Any subdivision that has a public sewer system available for extension within 300 feet of its boundary shall have such available system extended by the subdivider to provide service to each lot in the subdivision. Construction plans and profiles shall be submitted for approval to the Mayor or designee's office for all sanitary sewer improvements. The drawings shall have a sheet size of 24 inches by 36 inches. The drawings shall have a horizontal scale of 20 feet to the inch and a vertical scale of two feet to the inch. The drawings, upon approval of the Mayor or designee, shall become the possession of the city. Sanitary sewer plan and profiles shall show:

(a) Centerline stationing.

(b) Location of manholes and lampholes.

(c) Elevations of manhole inverts and inlets inverts on plan view.

(d) Location of sewer line with respect to curb line.

(e) Existing ground profile along centerline of sewer.

(f) Profile of proposed sewer line invert as heavy solid line.

(g) Gradient of proposed sewer line invert.

(h) Title, scale, north arrow, benchmarks, date, name of developer and engineer who prepared plan.

Sec. 12-9-23. Underground utility services.

All new building construction or additions of floor area to existing structures in the following areas shall be required to install underground utilities:

(a) Sites along Bayfront Parkway, Chase Street, Gregory Street, 9th Avenue, and all properties facing Salamanca Street, in the GRD, Gateway Redevelopment District.

(b) Sites in the WRD Waterfront Redevelopment District.

(c) Sites in the WRD-1 Waterfront Redevelopment District.

(d) Sites in the South Palafox Business District.

Sec. 12-9-24. Service areas.

Building sites should locate service elements such as trash dumpsters, loading docks, utility meters, mechanical equipment, and service areas away from the street front wherever possible. When not feasible, they should be situated and screened from the public right-of-way and should not be located near pedestrian routes. See section 12-6-7 for mechanical equipment screening requirements. The following standards shall also apply:

(a) *Solid Waste facilities*. Dumpsters, centralized garbage storage areas, compactors, and similar solid waste disposal facilities for multifamily residential, nonresidential, office, commercial, or industrial developments shall meet the following standards.

  (1) Solid waste disposal facilities shall not be allowed any closer than ten feet to either the property line or zoning district boundary line of a single-family or duplex residential development or zoning district.

  (2) Solid waste facilities must be screened from adjoining property and from public view. Dumpster enclosures shall be a minimum of six feet in height and shall be constructed of maintenance free material such as brick, split-faced masonry block, textured concrete, or similar materials, which shall be consistent with the architectural style of the building on the same site. Chain link fencing shall not be permitted.

  (3) Dumpsters and enclosures shall not be located between any building facade and the adjacent street, except that on lots with three or more streets frontages, the dumpster and enclosure shall be in the rear of the lot behind the facade of the building.

  (4) A solid gate, made from pressure treated wood, metal, or composite material shall be installed on the dumpster enclosure and shall remain closed at all times. Chain link shall not be permitted.

(5) Solid waste disposal facilities shall not be located within public street rights-of-way However, in conjunction with redevelopment activities, a license to use right-of-way may be requested (see chapter 12-3) to allow the encroachment of such facilities into local rights-of-way in mixed residential/office, residential/commercial, or redevelopment zoning districts.

(b) *Service areas.* Loading docks or spaces, service entrances, and similar service areas must be screened from public streets and from adjoining property when the subject site is zoned or adjacent to property zoned residential, historic or preservation, redevelopment, or airport. The screening requirements are found in section 12-8-16(c)(2)a.

Sec. 12-9-25. Lighting standards.

Nonresidential and multiple-family developments shall be designed to provide safe and efficient lighting for pedestrians and vehicles. Lighting shall be designed in a consistent and coordinated manner for the entire site (including outparcels). Lighting shall be designed to enhance the visual impact of the project and/or should be designed to blend into the surrounding landscape. Lighting design and installation shall ensure that lighting accomplishes on-site lighting needs without intrusion on adjacent properties and shall meet the following design requirements:

(a) *Dark sky*. Exterior site and building lighting shall be direct (downlighting) to minimize light pollution.

(b) *Fixture (luminaire).* The light source shall be completely concealed (full cut-off) within an opaque housing and shall not be visible from any street right-of-way or adjacent properties.

(c) *Light source (lamp)*. Only fluorescent, LED, metal halide, or color corrected high-pressure sodium may be used. The same light source type must be used for the same or similar types of lighting on any one site throughout any development.

(d) *Mounting*. Fixtures shall be mounted in such a manner that the maximum candela from each fixture is contained on-site and does not cross any property line of the site.

(e) *Limit lighting to periods of activity*. The use of controls such as, but not limited to, photocells, occupancy sensors or timers to activate lighting during times when it will be needed may be required by the planning services department to conserve energy, provide safety, and promote compatibility between different land uses.

(f) *Illumination levels*.

(1) All site lighting levels shall be designed per the most recent IESNA (Illumination Engineering Society of North America) recommended standards and guidelines.

(2) Minimum and maximum levels are measured on the pavement within the lighted area. Average level is the overall, generalized ambient light level, and is measured as a not-to-exceed value calculated using only the area of the site intended to receive illumination.

(3) Lighting for automated teller machines shall be required to meet the standards of F.S. § 655.962.

(g) *Excessive illumination*.

(1) Lighting unnecessarily illuminates another lot if it clearly exceeds the requirements of this section.

(2) All outdoor lighting shall be designed and located such that the maximum illumination measured in footcandles at the property line does not exceed 0.2 on adjacent residential sites, and 0.5 on adjacent commercial sites and public rights-of-way. These values may be adjusted based on unique and/or unusual needs of specific projects.

(3) Lighting shall not be oriented so as to direct glare or excessive illumination onto streets in a manner that may distract or interfere with the vision of drivers on such streets.

(4) Fixtures used to accent architectural features, landscaping or art shall be located, aimed, or shielded to minimize light spill into the night sky.

(5) Reflectors and/or refractors within fixtures or fixtures with a top shield shall be utilized to assist in eliminating "sky glow."

(Code 1986, § 12-8-5; Ord. No. 13-06, § 17, 4-27-2006; Ord. No. 16-10, § 222, 9-9-2010; Ord. No. 29-21, § 4, 12-16-2021)

Sec. 12-9-26. to 12-7-29. Reserved.

ARTICLE III. STORMWATER MANAGEMENT AND CONTROL OF EROSION, SEDIMENTATION AND RUNOFF

Sec. 12-9-30. Purpose.

It is the purpose of this chapter to establish responsibility for the alleviation of the harmful and damaging effects of on-site generated erosion, sedimentation, runoff, and the accumulation of debris on adjacent downhill and/or downstream properties, and to avert the attendant deterioration of downstream bodies of water. Stormwater runoff peak rates after development should be attenuated to that of the existing predevelopment conditions.

(Code 1986, § 12-9-1)

Sec. 12-9-31. Applicability.

This chapter shall apply to all developments or property improvements within the city.

(Code 1986, § 12-9-2)

Sec. 12-9-32. Activities requiring a stormwater management plan.

No person may subdivide or make any change in the use of land or construct or change the size of a structure except as noted in section 12-9-33 without first submitting a stormwater management plan to the Mayor or designee and obtaining a stormwater management permit from the city.

(a) *Activities that may alter or disrupt existing stormwater runoff patterns*. The following activities may alter or disrupt existing stormwater runoff patterns and, unless exempted, will require the submittal of a stormwater management plan prior to approval:

  (1) Clearing and/or drainage of land prior to the construction of a project;

  (2) Subdividing land;

  (3) Replatting recorded subdivisions;

  (4) Changing the use of land causing a change in natural flow patterns or predevelopment conditions;

  (5) Construction of a structure or substantial alteration to the size of one or more structures causing a change in natural flow patterns or preexisting conditions;

  (6) Altering the shoreline or bank of any surface water body;

  (7) Altering of any ditches, dikes, terraces, berms, swales, or other water management facility.

(b) *Property within the Bayou Texar and Escambia Bay shoreline protection districts*. For all property within the Bayou Texar, and Escambia Bay shoreline protection districts, a stormwater management plan must be submitted to the Mayor or designee prior to the issuance of a building permit.

(c) *Gateway redevelopment district*. In addition to new development, any remodeling, enlargement, reconstruction, or redesign of any existing building site for specific uses and within the gateway redevelopment district shall require submittal of a drainage plan to ensure that stormwater management requirements are met pursuant to this chapter.

(Code 1986, § 12-9-3)

Sec. 12-9-33. Exemptions.

(a) *Individual single-family, duplex, triplex, and fourplex homes*. Individual single-family, duplex, triplex, and fourplex home construction plans shall be exempt from the required stormwater management plan provided the lot is in an approved platted subdivision. However, the owner, developer, or builder will be required to submit a lot grading plan and a description of the methods they will utilize to ensure that no erosion or sedimentation will occur during construction. The lot grading plan shall be submitted and approved by the city prior to the issuance of any building permit for new single-family residential construction. The lot will need to be cleared in stages such that a siltation barrier of natural vegetation around the lot perimeter will be maintained until lot stabilization is completed. If a siltation or erosion problem develops during construction, the owner, developer or builder will be required to provide an additional siltation barrier and will be responsible for restoring the affected

area to predevelopment conditions. This exemption does not apply within the Bayou Texar or Escambia Bay shoreline protection districts.

(b) *Small addition of impervious surface*. Projects that include the addition of 1,500 square feet or less of impervious surface and which are not part of a larger/future development plan shall be exempt from this chapter. Specifically, this 1,500 square foot exemption is a cumulative one-time exemption. Even so, any such construction shall go through the city's permitting process, have proper erosion/sedimentation control meeting city's standards as described in section 12-9-35(c), and neither create nor exacerbate any flooding problems. The Mayor or designee may increase this requirement as warranted based upon site-specific circumstances and conditions.

(c) *Other exempted operations*. The following operations shall be exempt from this chapter. However, any exemption from this chapter does not relieve responsibility to take all action necessary to prevent erosion and sedimentation from occurring.

(1) Home gardening or other similar activity that is not expected to contribute to any on-site generated erosion.

(2) Emergency repairs such as those on public and private utilities and roadway systems.

(3) Maintenance, alteration, or improvement of an existing structure that will not change the rate or volume of stormwater runoff from the site on which that structure is located.

(Code 1986, § 12-9-4; Ord. No. 12-21, § 3, 6-17-2021)

Sec. 12-9-34. Stormwater management plan.

It is the responsibility of the applicant to include in the stormwater management plan sufficient information for city staff to evaluate the volume of stormwater runoff. The stormwater management plan shall be prepared by a professional engineer registered in the state. The stormwater management plan shall be subject to the approval of the Mayor or designee. The design standards delineated in section 12-9-35 shall be utilized in the review and approval of each drainage plan. Additional pertinent information that may be requested by the Mayor or designee shall be provided.

(Code 1986, § 12-9-5)

Sec. 12-9-35. Design standards for stormwater management system.

(a) *General*.

(1) The design of stormwater management facilities, including all water retention or detention structures and flow attenuation devices, shall comply with applicable state regulations (i.e., F.A.C. ch. 62-330) and shall be subject to approval by the Mayor or designee pursuant to the following requirements. In the event of conflict between the provisions of this chapter and the provisions of the applicable state regulations, the stricter requirements shall prevail. Developments abutting a state road shall also comply with the requirements of Rule 14-86, F.A.C.

(2) All stormwater management facilities shall be designed for a minimum of 50-year life, have low maintenance cost, and easy legal access for periodic maintenance.

(3) All proposed stormwater management facilities shall be designed to prevent flooding, safety or health hazards and shall not contribute to the breeding of mosquitoes and arthropods.

(4) The use of drainage facilities and vegetated buffer zones for open space, recreation, and conservation areas shall be encouraged.

(5) The use of alternative permeable surface materials is encouraged for private parking lots and will be given due consideration in drainage plan review.

(6) The Engineer of record, property owner, and contractor shall ensure property site grading and discharge from their property onto neighboring parcels neither creates nor exacerbates a flooding or erosion problem.

(7) The Mayor or designee shall review a grading and drainage plan for all new construction within the city limits.

(b) *Water quality*.

(1) The first one inch of runoff shall be retained on the development site. At the discretion of the Mayor or designee, retention standards may be increased beyond the one-inch minimum standard on a site-specific basis to prevent flooding and drainage problems, and to protect environmentally sensitive water bodies.

(2) Stormwater management facilities that receive stormwater runoff from areas containing a potential source of oil and grease contamination, including, but not limited to, any land use involving the sale or handling of petroleum products or any land use involving the repair, maintenance or cleaning of motor vehicles shall include a baffle, skimmer, grease trap, or other suitable oil and grease separation mechanism.

(3) Channeling runoff directly into water bodies is prohibited. Runoff shall be routed through stormwater management systems designed to increase time of concentration, decrease velocity, increase infiltration, allow suspended solids to settle, and remove pollutants.

(c) *Erosion and sedimentation*.

(1) Erosion and sediment control best management practices shall be used during construction to retain sediment on-site. These management practices shall be designed by an engineer or other competent professional experienced in the fields of soil conservation or sediment control according to specific site conditions and shall be shown or noted on the plans of the stormwater management system. The engineer or designer shall furnish the contractor with information pertaining to the construction, operation, and maintenance of the erosion and sediment control practices.

(2) The area of land disturbed by development shall be as small as practicable. Those areas that are not to be disturbed shall be protected by an adequate barrier from construction activity. Whenever possible, natural vegetation shall be retained and protected.

(3) No clearing, grading, cutting, filling or alteration to the site of any kind shall be commenced until adequate erosion and sedimentation structural controls have been installed as per plan between the disturbed area and water bodies, watercourses, and wetlands and inspected by the Mayor or designee. Limited clearing shall be permitted as necessary to allow the installation of the structural controls.

(4) Land that has been cleared for development and upon which construction has not commenced shall be protected from erosion by appropriate techniques designed to temporarily stabilize the areas.

(5) Sediment shall be retained on the site of the development, unless discharged into an approved off-site drainage facility as provided for in section 12-9-36.

(6) Erosion and sedimentation facilities shall receive regular maintenance during construction to ensure that they continue to function properly.

(7) Vegetated buffer strips shall be created or, where practicable, retained in their natural state along the banks of all watercourses, water bodies, or wetlands. The width of the buffer shall be sufficient to prevent erosion, trap the sediment in overland runoff, maintain natural drainage patterns to the water body, and allow for periodic flooding without damage to structures.

(8) An erosion control plan signed and sealed by a Florida Licensed Professional Engineer shall be submitted for any demolition project.

(d) *Design frequency*.

(1) Stormwater management facilities with approved positive outfall shall be designed to attenuate the 100 year/critical duration storm event. The Mayor or designee may waive or reduce this requirement if the stormwater management facility discharges directly into a natural outfall after treatment, does not contribute to potential or existing flooding conditions and does not increase pollutant loading.

(2) Retention facilities that fall within a closed drainage basin and have no positive outfall shall retain the entire runoff volume from a 100-year storm event and shall include all storm durations up to and including the 24-hour duration. This retention volume must be recovered within 72 hours of the contributing storm event by natural percolation or other approved means.

(3) Detention and/or retention facilities that connect directly to the city's storm drainage system shall be designed so that the post-development discharge rate does not exceed the pre-development discharge rate for a ten-year/critical duration storm event. Where the existing capacity of the city storm drainage system is not adequate to accept the discharge from a ten-year storm event, the Mayor or designee may reduce the allowable post-development discharge rate from the detention facility to an acceptable level. Detention and/or retention facilities that do not connect directly to the city storm system or have a direct impact on the system shall be allowed to discharge up to the pre-development rate for the 100-year/critical duration storm event or as otherwise approved by the Mayor or designee.

(4) The drainage area used in runoff calculations shall be the total natural watershed area including areas beyond proposed site limits (offsite runon).

(e) *Stormwater retention and/or detention facilities*.

(1) *General requirements*.

a. Recovery time for treatment/retention volume shall be a maximum of 72 hours. Recovery time for facilities that are underdrained or side drained shall be 36 hours.

b. Minimum freeboard for retention and/or detention facilities shall be one foot between design high water and top of facility. The Mayor or designee may waive or reduce this requirement for shallow ponds and swales.

c. Stormwater retention and/or detention facilities shall include appropriate access for periodic maintenance as approved by the Mayor or designee.

d. Stormwater retention and/or detention facilities located adjacent to a public right-of-way shall be landscaped as a part of the overall landscaping for the development with plant species that are suitable for individual pond characteristics and that provide an effective and visually pleasing screen for the retention and/or detention facility. All landscaping shall be maintained in accordance with the provisions of section 12-8-19.

e. Designs for stormwater detention and/or retention facilities that use predominantly non-angular, freeform, curvilinear contouring that functions to visually integrate the facility into the overall design and landscaping of the development shall be encouraged.

f. The method in which proposed pond bottom will be stabilized shall be: rock, gravel, planting, or sprigging. Sod is not acceptable for pond bottom stabilization.

g. Proposed stormwater pipe in public right-of-way must be either RCP or DI (epoxy coated). All stormwater related structures must be made of materials that meet or exceed HS20 traffic loading.

h. Stormwater facilities shall be designed and positioned on the property to allow stormwater capture to utilize topography to the maximum extent possible.

i. A signed and sealed topographic survey and accompanying site and sealed engineered site grading plan and runoff calculations shall be submitted to demonstrate that a newly elevated site has neither created nor exacerbated a standing water issue for adjacent properties and/or right of way.

j. For residential parcels in the Shoreline Protection Districts, proposed retention ponds shall be positioned to effectively capture pollutants.

k. The creation or maintenance of any condition conducive to the breeding of rats, vermin, flies, mosquitoes, or other arthropods that are capable of transmitting diseases directly or indirectly to humans.

l. Stormwater management systems shall be maintained by the owner, except where the city selects certain systems for city maintenance. All areas and/or structures to be maintained by the city must be dedicated to the city by plat or separate instrument and accepted by the city council. Systems to be maintained by the owner shall have adequate easements to permit the city right-of-entry to inspect and, if necessary, take corrective action if the owner fails to maintain the system. In addition, the owner shall submit a copy of any outside agency inspections and/or reports for the city to evaluate in accordance with the city's municipal spate storm sewer system (MS4). If the owner fails to maintain his system, the city shall give the owner written notice of the nature of corrective action required. If the owner fails to take corrective action within 30 days from the date of the notice, the city may take the necessary corrective action, including placement of a lien on all property of the owner to recover the costs thereof.

(2) *Public facilities*. Stormwater retention and/or detention facilities to be dedicated to the city for maintenance shall comply with the following requirements in addition to the general requirement specified above.

a. Slide slopes of facilities shall be no steeper than four horizontal feet for every one vertical foot (4:1) out to a depth of two feet below the control elevation. Grades steeper than 4:1 may be allowed where unique circumstances exist as approved by the Mayor or designee.

b. Side slopes shall be stabilized with sod or other materials as approved by the Mayor or designee.

c. Dry stormwater retention and/or detention facilities that contain side slopes that are steeper than 4:1 and have a retention depth greater than 30 inches shall be completely enclosed by a six-foot fence constructed of chain-link, wrought iron or other material as approved by the Mayor or designee. Chain-link fences and related appurtenances (posts, gates, etc.) shall be vinyl-coated (dark green or black). The fence shall have a minimum 12-foot wide (15-foot maximum) gate opening. The maximum clearance from the bottom of the fence to existing grade shall be no more than three inches. This provision does not apply to shallow swales with a retention depth of 30 inches or less.

d. Permanently wet retention and/or detention facilities that contain side slopes that are steeper than 4:1 shall be fenced or otherwise restricted from public access in accordance with F.A.C. ch. 62-330. Where a fence is proposed it shall be constructed according to the provisions of subsection c, above.

(3) *Private facilities*. Private stormwater retention and/or detention facilities shall comply with the following requirements in addition to the general requirement specified above:

a. Slide slopes of facilities with earthen slopes shall be no steeper than two horizontal feet for every one vertical foot (2:1). Grades steeper than 2:1 may be allowed where unique circumstances exist as approved by the Mayor or designee.

b. Facilities with side slopes that are steeper than 4:1 shall be fenced or otherwise restricted from public access in accordance with F.A.C. ch. 62-330. Private stormwater retention and detention facilities that are located adjacent to a public right-of-way or easement shall be fenced in accordance with subsection (2)c.

c. Side slopes shall be stabilized with sod or other material as approved by the Mayor or designee.

d. Stormwater detention facilities in the downtown area, including the historic, preservation, redevelopment, and CRA overlay districts should consider the following:

1. Low impact development practices such as bioretention systems, bioswales, tree filters, and other vegetated stormwater best management practices (BMP) are encouraged for treatment of stormwater runoff from streets, parking lots, plazas, and other impervious surfaces. In areas where infiltration is not technically feasible due to site contamination concerns vegetated BMPs can include impermeable liners with underdrains to provide water quality treatment.
2. For new construction, retention/detention facilities are encouraged to be placed in the rear or side yard, not facing the public right-of-way, unless it is integrated into the design and featured as a site amenity. The following are examples of stormwater facilities designed as amenities.

Figure 12-9. 1. Alternative Stormwater Detention Facilities

(f) *Redevelopment*.

(1) The following redevelopment activities will not be subject to the requirements of this section:

a. Alterations to the interior of an existing structure.

b. Alterations of an existing structure that do not result in a net increase in impervious surface area.

c. Routine building repair, including adding a facade to a building.

d. Resurfacing an existing paved area such as a parking lot, driveway or other vehicle use area.

(2) Redevelopment activities, including, but not limited to, alterations of existing buildings or structures or new construction following demolition of existing buildings and structures shall be subject to the requirements of this section only for the stormwater runoff that results from a net increase in impervious surface area provided that the new construction is under construction within two years of demolition. For the purpose of this this subsection, under construction shall mean that a legal building permit has been issued and that actual construction has been or will be started within the period of validity of the permit, exclusive of any time extensions. Previously developed sites on which existing buildings and structures have been demolished, and for which construction has not commenced within two years of the demolition, shall be deemed new construction and shall be subject to the requirements of this section. The following locations shall be excluded from the two-year time restriction:

a. All properties located in the C-2A, SPBD, or HC-2 zoning districts.

b. The area generally described as the Belmont/DeVillers Business Core area bounded by LaRua Street, Wright Street, Coyle Street, and Reus Street.

c. The area generally described as the Brownsville Commercial Area that is within the city limits bounded by Strong Street, Gadsden Street, Pace Boulevard and the city limits.

(3) Site planning.

a. The construction of roads across isolated wetlands shall be limited, and any roads that are built should be constructed on pilings or with adequate culverts to allow the passage of flood waters.

b. Runoff shall not be discharged directly into open waters. Vegetated buffers, swales, vegetated watercourses, wetlands, underground drains, catch basins, ponds, porous pavements, and similar systems for the detention, retention, treatment and percolation of runoff should be used as appropriate to increase time of concentration, decrease velocity, increase infiltration, allow suspended solids to settle and remove pollutants.

c. Natural watercourses shall not be filled, dredged, cleared, deepened, widened, straightened, stabilized, or otherwise altered.

d. The use of drainage facilities and vegetated buffer zones as open space, recreation, and conservation areas is encouraged.

(4) The Mayor or designee may require certification from a licensed engineer that there is adequate capacity in the downstream stormwater conveyance system for the redevelopment site and that any known flooding or drainage problem will not be worsened.

(Code 1986, § 12-9-6; Ord. No. 3-02, § 1, 1-10-2002; Ord. No. 11-15, § 2, 6-18-2015; Ord. No. 12-21, § 4, 6-17-2021; Ord. No. 29-21, § 5, 12-16-2021)

Sec. 12-9-36. Off-site drainage facilities.

Up to 50% of required surface water runoff treatment or attenuation may be provided off-site, subject to approval by the Mayor or designee. Off-site discharge into drainage facilities for the purpose of treatment and/or attenuation may be permitted only if the following conditions are met:

(a) It is not practicable to completely manage runoff on the site in a manner consistent with the design standards set forth in section 12-9-35;

(b) An adequate conveyance system to the facility exists or is to be provided;

(c) The off-site drainage facilities are designed, constructed, and maintained in accordance with the requirements of this chapter;

(d) The Mayor or designee approves the use of such off-site drainage facility;

(e) The Engineer of Record can demonstrate that the off-site drainage facility has the available capacity to accept the additional flow; and

(f) The developer and the city enter into a financial agreement for usage of the city's pond for private benefit;

(Code 1986, § 12-9-7; Ord. No. 3-02, § 1, 1-10-2002)

Sec. 12-9-37. Permits, inspection and enforcement.

All stormwater management plans shall be reviewed and approved by the Mayor or designee.

(a) *Development other than single-family and two-family lots*. All development, other than single-family subdivisions and two-family lots, is subject to the following provisions:

(1) The Mayor or designee shall be notified by the owner, developer or builder to inspect the installation of the erosion and sedimentation controls prior to any clearing, grading, cutting, filling or alterations of any kind to the site.

(2) The Mayor or designee shall monitor the installation of temporary stormwater control devices during construction. At the completion of construction, the Mayor or designee shall be notified by the owner, developer or builder to inspect and assure that permanent stormwater control devices are installed as shown and approved on the plan.

(3) During the construction phase of the project, if the Mayor or designee determines that construction is not in compliance with the approved stormwater management plan, a notice of noncompliance shall be issued, specifying the nature of the noncompliance and the remedial actions necessary to bring the project into compliance within 24 hours.

(4) If the remedial action specified above is not completed within the time allowed, then the Mayor or designee may issue a stop-work order immediately. Upon completion of the action set forth in the notice of noncompliance, the Mayor or designee shall issue a notice of compliance.

(b) *Single-family and two-family subdivisions*. As part of the subdivision plat process, the Mayor or designee shall review and approve, approve with modification, or deny the stormwater management plan for the subdivision. The building official shall monitor the construction of individual single-family and duplex homes in order to assure compliance with provisions stated in section 12-9-33(a).

(1) The Mayor or designee shall be notified by the owner, developer or builder to inspect the installation of the erosion and sedimentation controls prior to any clearing, grading, cutting, filling or alteration of any kind to the site.

(2) The Mayor or designee shall monitor the construction of the subdivision, including the installation of temporary and permanent stormwater control devices during construction and at completion of construction.

(3) During the construction phase of the project, if the Mayor or designee determines that construction is not in compliance with the approved stormwater management plan, a notice of noncompliance shall be issued specifying the nature of the noncompliance and the remedial action necessary to bring the project into compliance within 48 hours.

(4) If the remedial action specified above is not completed within the time allowed, then the Mayor or designee will issue a stop-work order immediately. Upon completion of the action set forth in the notice of noncompliance, the Mayor or designee shall issue a notice of compliance.

(5) Prior to final acceptance of improvements in the subdivision, the Mayor or designee shall determine if the improvements are in compliance with the approved stormwater management plan. If the improvements are not in compliance, the Mayor or designee shall specify the necessary revisions to be undertaken within a set time period.

(6) The owner and/or developer of the lots in the subdivision shall be responsible for stabilizing and maintaining rights-of-way disturbed during and after the installation of utilities and other services.

(c) *Construction delays*. Where a stormwater management plan has been approved by the Mayor or designee, clearing occurs and construction is delayed, the Mayor or designee shall review the site to determine if interim stormwater control devices are required. The Mayor or designee may also require remedial action be taken to stabilize eroding areas of the site.

(Code 1986, § 12-9-8; Ord. No. 3-02, § 1, 1-10-2002)

Sec. 12-9-38. Maintenance.

Maintenance of on-site stormwater control devices shall be the responsibility of the owner and/or developer of the site, unless such facilities are dedicated and accepted by the city or maintained under the authority of a homeowners' association.

(Code 1986, § 12-9-9)

Sec. 12-9-39. Illicit discharges findings and determinations.

(a) Pursuant to the Federal Clean Water Act, 33 USC 1251 et seq., the United States Environmental Protection Agency has published rules for stormwater discharge permits and the city has been issued, as a co-permittee with Escambia County, Florida Department of Transportation, and the Town of Century, such a permit (NPDES Permit No. FLS000019 with issuance date of January 1, 1999).

(b) The contribution of pollutants through discharges from storm sewer systems has a significant impact on receiving waters in the city.

(c) Improperly treated discharges from industrial activities, interconnected municipal separate storm sewer system, illicit discharges and discharges from spilling, dumping or disposal of material other than stormwater to the municipal storm sewer system of the city will adversely affect the quality of water receiving such discharges. The control of the discharge of pollutants from stormwater is of benefit to and provides for the health, safety, and welfare of the citizens of the city.

(d) The United States Environmental Protection Agency, pursuant to 40 CFR 122.26, has mandated the city through the issuance of National Pollution Discharge Elimination System (NPDES) Permit No. FLS000019 that the city must provide legal authority to control discharges to the municipal separate storm sewer system in order to control the quality of discharges from the city's storm sewer system to waters of the United States.

(Code 1986, § 12-9-10; Ord. No. 53-00, § 1, 11-16-2000)

Sec. 12-9-40. Control of stormwater discharges to the MS4 and waters of the United States.

(a) Discharges to the city's MS4 shall be controlled to the extent that such discharges will not impair the operation of the MS4 or contribute to the failure of the MS4 to meet any local, state, or federal requirements, including, but not limited to, NPDES Permit No. FLS000019. Discharges to the waters of the United States shall be controlled to the extent that the discharge will be controlled to the maximum extent practicable as defined in the NPDES Permit No. FLS000019.

(b) Stormwater discharges to the MS4 from new development or site of significant redevelopment are required to obtain appropriate local, state, or federal permits prior to discharging to the MS4 or to waters of the United States within the city.

(c) Any person responsible for discharges determined by the city to be contributing to the failure of the city's MS4 or waters within the city to comply with the provisions and conditions of NPDES Permit No. FLS000019 shall provide corrective measures as approved by the mayor or designee and may be subject to paying fines and damages.

(Code 1986, § 12-9-12; Ord. No. 53-00, § 1, 11-16-2000)

Sec. 12-9-41. Stormwater discharges from industrial and construction activities.

For the purpose of this section, industrial activities are those activities conducted at facilities identified by the United States Environmental Protection Agency as requiring an NPDES stormwater permit in accordance with 40 CFR 122.26 or amendments thereto.

(a) Stormwater discharges from industrial activities shall be treated or managed on site, in accordance with appropriate federal, state, or local permits and regulations, prior to discharge to the city's MS4 or to waters of the United States.

(b) Stormwater discharges from significant construction activities shall be treated or managed on site in accordance with appropriate federal, state or local permits and regulations, prior to discharge to the city's MS4 or to waters of the United States. Erosion, sediment, and pollution controls for the construction site shall be properly implemented, maintained, and operated according to a pollution prevention plan required by the NPDES permit for the discharge of stormwater from construction activities, or according to a state permit issued by the state department of environmental protection.

(c) Any construction activity that is not significant is an illicit connection or illicit discharge if the activity causes an impairment of the operation of the MS4 or contributes to the failure of the MS4 to meet any local, state, or federal requirements, including, but not limited to, NPDES Permit No. FLS000019.

(d) The owners or operators of industrial facilities and construction sites that will discharge stormwater to the city's MS4 or to waters of the United States within the city limits shall provide written notification to the mayor or his or her designee of the connection or discharge prior to the discharge from the industrial activity or construction activity.

(Code 1986, § 12-9-13; Ord. No. 53-00, § 1, 11-16-2000)

Sec. 12-9-42. Control of pollutant contributions from interconnected MS4s.

The discharge of stormwater between interconnected state, county, city, or other MS4s shall not cause the city's MS4 to be in violation of the provisions of NPDES Permit No. FLS000019. Owners of any section of interconnected MS4 shall be responsible for the quality of discharge from their portion of the MS4 in accordance with interlocal agreements controlling the discharge of stormwater from one MS4 to another.

(Code 1986, § 12-9-14; Ord. No. 53-00, § 1, 11-16-2000)

Sec. 12-9-43. Prohibition of illicit discharges and illicit connections.

(a) Illicit discharges and illicit connections, not exempt under the provisions of section 12-9-46, are prohibited.

(b) Failure to report a connection from industrial activities or construction activities to the city's MS4 or to waters of the United States constitutes an illicit connection.

(c) Failure to report a discharge from industrial activities or construction activities to the city's MS4 or to waters of the United States constitutes an illicit discharge.

(d) Any discharge to the city's MS4 or to waters of the United States that is in violation of federal, state, or local permits or regulations constitutes an illicit discharge.

(e) Persons responsible for illicit discharges or illicit connections shall immediately, upon notification or discovery, initiate procedures to cease the illicit discharge or illicit connection, or obtain appropriate federal, state, or local permits for such discharge or connection.

(Code 1986, § 12-9-15; Ord. No. 53-00, § 1, 11-16-2000)

Sec. 12-9-44. Inspection and monitoring for compliance.

City personnel shall be granted access for inspection of facilities discharging or suspected of discharging to the city's MS4 or waters of the United States in order to effectuate the provisions of this chapter and to investigate violations or potential violations of any of the terms herein. All structures and processes that allow discharges to the city's MS4, as well as records concerning them, shall be made accessible to city personnel for this purpose. Failure to provide access for inspection as provided herein shall constitute a violation of this chapter.

(Code 1986, § 12-9-16; Ord. No. 53-00, § 1, 11-16-2000)

Sec. 12-9-45. Maintenance of BMPs.

Structural controls and other BMPs used for controlling the discharge of pollutants to the city's MS4 or to waters of the United States shall be operated and maintained so as to function in accordance with permitted design or performance criteria and in compliance with federal, state, or local permit conditions and regulations.

(Code 1986, § 12-9-17; Ord. No. 53-00, § 1, 11-16-2000)

Sec. 12-9-46. Illicit discharges exemptions.

The following activities shall not be considered either an illicit discharge or illicit connection unless such activities cause, or significantly contribute to the impairment of the use of the city's MS4 or the violation of the conditions of NPDES Permit No. FLS000019:

(a) Discharges from:

  (1) Water line flushing;

  (2) Flushing of reclaimed water lines;

  (3) Street cleaning;

  (4) Construction dust control;

  (5) Landscape irrigation;

  (6) Diverted stream flows;

(7) Rising groundwaters;

(8) Foundation and footing drains;

(9) Uncontaminated groundwater infiltration (as defined at 40 CFR 35.2005(20));

(10) Uncontaminated pumped groundwater;

(11) Discharges from potable water sources;

(12) Air conditioning condensate;

(13) Irrigation waters;

(14) Springs;

(15) Lawn watering;

(16) Individual residential car washing;

(17) Flows from riparian habitat and wetlands;

(18) Discharges or flows from emergency firefighting activities; and emergency fire response activities done in accordance with an adopted spill response/action plan; and

(19) Decanted water from MS4 cleaning operations.

(b) Discharges which have obtained appropriate federal, state, and local permits and are in compliance with the conditions of these permits.

(Code 1986, § 12-9-18; Ord. No. 53-00, § 1, 11-16-2000; Ord. No. 12-21, § 5, 6-17-2021)

Sec. 12-9-47. Enforcement, penalties, and legal proceedings.

(a) Sections 12-9-39 through 12-9-46 shall be administered by the Mayor or designee. All persons in violation of these sections shall address such violations immediately upon written notification by the city. Violations shall be addressed by providing a written response to the mayor, outlining the temporary and permanent measures that will be taken to correct the violation and a proposed schedule for completion of the corrective measures. Proposals for corrective action are subject to the approval of the mayor.

(b) The mayor is authorized to issue cease and desist orders, and orders requiring reasonable remedial actions in the form of written notices sent by registered mail or by hand delivery to the persons responsible for the violation of sections 12-9-39 through 12-9-46.

(c) Any person who violates sections 12-9-39 through 12-9-46 and/or fails to comply with the requirements of any provision of these sections may be subject to issuance of a civil citation or a notice to appear pursuant to chapter 13-3, or shall be subject to prosecution before the code enforcement board of the city, pursuant to chapter 13-2. Any person violating any of the provisions of sections 12-9-39 through 12-9-46 shall, upon conviction thereof by a court, be punished by a fine not to exceed $500.00 or by imprisonment not to exceed 60 days or by both such fine and imprisonment. Each day of violation shall constitute a separate violation.

(d) Persons responsible for violation of sections 12-9-39 through 12-9-46 shall be liable for all sampling and analytical costs incurred in monitoring the discharge, and state and/or federal fines imposed as a result of the discharge and costs of removing or properly treating the discharge. All expenses incurred by the city in taking remedial actions shall be reimbursed by the legal or beneficial owner of the property upon which remedial action was taken, and shall constitute a lien against the property until paid, including statutory interest. The city may recover such expenses by any means authorized by law or equity. "Expenses" may include, but not be limited to, costs incurred in ascertaining ownership, consultation fees, mailing or delivery of notices, recording fees, taxable costs of litigation including reasonable attorney's fees, removing or treating the discharge, or other cost of remedying any violation of this section.

(e) If the persons responsible for the violation fail to take action required herein, the city has the right to take remedial action. All costs incurred by the city in taking such actions shall be reimbursed by the persons responsible for the violation.

(f) The mayor shall certify that the specific work has been completed and shall then prepare and process a complete assessment of all costs, including, but not limited to, all expenses listed in subsection (e) of this section or other legitimate expenses that may have occurred before, during, or after the proceedings necessary to eliminate the illicit discharge or illicit connection.

(g) Furthermore, the costs imposed pursuant to this section shall be declared a lien upon the land until paid, and to have equal dignity with other liens for ad valorem taxes. The mayor shall file for public record the claims of liens against the property cleared of the illicit discharge or illicit connection, setting forth the amount of the lien, a description of the property involved, and that the lien is claimed pursuant to the provisions of this section. Monies received from enforcement of the lien shall be collected and deposited in the city's general fund. The lien shall be enforced as otherwise provided for by law.

(h) In addition to the remedies provided herein, the city is authorized to make application to a court of appropriate jurisdiction for an injunction restraining any person from violating, or continuing to violate, the provisions of sections 12-9-39 through 12-9-46; affirmatively requiring restoration and mitigation for any impacted land or waters, and/or requesting any other appropriate, applicable legal remedy, including reimbursement of court costs.

(i) The city may elect to take any or all of the above remedies concurrently, and the pursuance of one shall not preclude the pursuance of another.

(j) Any fines or other funds received as a result of enforcement under sections 12-9-39 through 12-9-46 that are not used for specific purposes set forth in this chapter shall be deposited in the city's general fund.

(Code 1986, § 12-9-19; Ord. No. 53-00, § 1, 11-16-2000)

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CHAPTER 12-10. FLOODPLAIN MANAGEMENT

Sec. 12-10-1. Statutory authorization, findings of fact, purpose and objectives—General.

(a) *Title*. These regulations shall be known as the Floodplain Management Ordinance of City of Pensacola, hereinafter referred to as "this chapter."

(b) *Scope*. The provisions of this chapter shall apply to all development that is wholly within or partially within any flood hazard area, including, but not limited to, the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

(c) *Intent*. The purposes of this chapter and the flood load and flood resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

(1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;

(2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;

(3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development that may increase flood damage or erosion potential;

(4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;

(5) Minimize damage to public and private facilities and utilities;

(6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;

(7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and

(8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in 44 CFR 59.22.

(d) *Coordination with the Florida Building Code*. This chapter is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.

(e) *Warning*. The degree of flood protection required by this chapter and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by manmade or natural causes. This chapter does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the flood insurance study and shown on flood insurance rate maps and the requirements of 44 CFR 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this chapter.

(f) *Disclaimer of liability*. This chapter shall not create liability on the part of the city council or by any officer or employee thereof for any flood damage that results from reliance on this chapter or any administrative decision lawfully made thereunder.

(Code 1986, § 12-10-1; Ord. No. 16-19, § 1, 8-8-2019)

Sec. 12-10-2. Applicability.

(a) *General*. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

(b) *Areas to which this chapter applies*. This chapter shall apply to all flood hazard areas within the city as established in subsection (c) of this section.

(c) *Basis for establishing flood hazard areas*. The Flood Insurance Study for Escambia County, Florida and Incorporated Areas dated August 19,2025, and all subsequent amendments and revisions, and the accompanying flood insurance rate maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this chapter and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at inspection services at the city.

(d) *Submission of additional data to establish flood hazard areas*. To establish flood hazard areas and base flood elevations, pursuant to section 12-10-5 the floodplain administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

(1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this chapter and, as applicable, the requirements of the Florida Building Code.

(2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a letter of map change that removes the area from the special flood hazard area.

(e) *Other laws*. The provisions of this chapter shall not be deemed to nullify any provisions of local, state or federal law.

(f) *Abrogation and greater restrictions*. This chapter supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances, including, but not limited to, land development regulations, zoning ordinances, stormwater management regulations, or the Florida Building Code. In the event of a conflict between this chapter and any other ordinance, the more restrictive shall govern. This chapter shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this chapter.

(g) *Interpretation*. In the interpretation and application of this chapter, all provisions shall be:

(1) Considered as minimum requirements;

(2) Liberally construed in favor of the governing body; and

(3) Deemed neither to limit nor repeal any other powers granted under state statutes.

(Code 1986, § 12-10-2; Ord. No. 16-19, § 1, 8-8-2019)

Sec. 12-10-3. Duties and powers of the floodplain administrator.

(a) *Designation*. The Floodplain Administrator is designated as the floodplain administrator. The floodplain administrator may delegate performance of certain duties to other employees.

(b) *General*. The floodplain administrator is authorized and directed to administer and enforce the provisions of this chapter. The floodplain administrator shall have the authority to render interpretations of this chapter consistent with the intent and purpose of this chapter and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this chapter without the granting of a variance pursuant to section 12-10-7.

(c) *Applications and permits*. The floodplain administrator, in coordination with other pertinent offices of the community, shall:

(1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;

(2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this chapter;

(3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;

(4) Provide available flood elevation and flood hazard information;

(5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;

(6) Review applications to determine whether proposed development will be reasonably safe from flooding;

(7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with this chapter is demonstrated, or disapprove the same in the event of noncompliance; and

(8) Coordinate with and provide comments to the building official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this chapter.

(d) *Substantial improvement and substantial damage determinations*. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the floodplain administrator, in coordination with the building official.

(1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;

(2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure; for proposed work to repair damage caused by flooding, the determination requires evaluation of previous permits issued to repair flood-related damage as specified in the definition of "substantial damage."

(3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and

(4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the Florida Building Code and this chapter is required.

(e) *Modifications of the strict application of the requirements of the Florida Building Code*. The floodplain administrator shall review requests submitted to the building official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to section 12-10-7.

(f) *Notices and orders*. The floodplain administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this chapter.

(g) *Inspections*. The floodplain administrator shall make the required inspections as specified in section 12-10-6 for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The floodplain administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

(h) *Other duties of the floodplain administrator*. The floodplain administrator shall have other duties, including, but not limited to:

(1) Establish procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to subsection (d) of this section;

(2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);

(3) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the flood insurance rate maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within six months of such data becoming available;

(4) Review required design certifications and documentation of elevations specified by this chapter and the Florida Building Code to determine that such certifications and documentations are complete;

(5) Notify the Federal Emergency Management Agency when the corporate boundaries of the city are modified; and

(6) Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the coastal barrier resources system established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on flood insurance rate maps as "coastal barrier resource system areas" and "otherwise protected areas."

(i) *Floodplain management records.* Regardless of any limitation on the period required for retention of public records, the floodplain administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this chapter and the flood resistant construction requirements of the Florida Building Code, including flood insurance rate maps; letters of map change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this chapter; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this chapter and the flood resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at inspection services of the city.

(Code 1986, § 12-10-3; Ord. No. 16-19, § 1, 8-8-2019)

Sec. 12-10-4. Permits.

(a) *Permits required*. Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this chapter, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the floodplain administrator, and shall obtain the required permits and approvals. No such permit or approval shall be issued until compliance with the requirements of this chapter and all other applicable codes and regulations has been satisfied.

(b) *Floodplain development permits or approvals*. Floodplain development permits or approvals shall be issued pursuant to this chapter for any development activities not subject to the requirements of the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the floodplain administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

(c) *Buildings, structures and facilities exempt from the Florida Building Code*. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 CFR 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this chapter:

(1) Railroads and ancillary facilities associated with the railroad.

(2) Nonresidential farm buildings on farms, as provided in F.S. § 604.50.

(3) Temporary buildings or sheds used exclusively for construction purposes.

(4) Mobile or modular structures used as temporary offices.

(5) Those structures or facilities of electric utilities, as defined in F.S. § 366.02, which are directly involved in the generation, transmission, or distribution of electricity.

(6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this subsection, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.

(7) Family mausoleums not exceeding 250 square feet in area that are prefabricated and assembled onsite or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

(8) Temporary housing provided by the department of corrections to any prisoner in the state correctional system.

(9) Structures identified in F.S. § 553.73(10)(k), are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on flood insurance rate maps.

(d) *Application for a permit or approval*. To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the city. The information provided shall:

(1) Identify and describe the development to be covered by the permit or approval.

(2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.

(3) Indicate the use and occupancy for which the proposed development is intended.

(4) Be accompanied by a site plan or construction documents as specified in section 12-10-5.

(5) State the valuation of the proposed work.

(6) Be signed by the applicant or the applicant's authorized agent.

(7) Give such other data and information as required by the floodplain administrator.

(e) *Validity of permit or approval*. The issuance of a floodplain development permit or approval pursuant to this chapter shall not be construed to be a permit for, or approval of, any violation of this chapter, the Florida Building Codes, or any other ordinance of the city. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the floodplain administrator from requiring the correction of errors and omissions.

(f) *Expiration*. A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

(g) *Suspension or revocation*. The floodplain administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this chapter or any other ordinance, regulation or requirement of the city.

(h) *Other permits required*. Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including, but not limited to, the following:

(1) The Northwest Florida Water Management District; F.S. § 373.036.

(2) Florida Department of Health for onsite sewage treatment and disposal systems; F.S. § 381.0065 and F.A.C. ch. 64E-6.

(3) Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; F.S. § 161.141.

(4) Florida Department of Environmental Protection for activities subject to the joint coastal permit; F.S. § 161.055.

(5) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; section 404 of the Clean Water Act.

(6) Federal permits and approvals.

(Code 1986, § 12-10-4; Ord. No. 16-19, § 1, 8-8-2019)

Sec. 12-10-5. Site plans and construction documents.

(a) *Information for development in flood hazard areas*. The site plan or construction documents for any development subject to the requirements of this chapter shall be drawn to scale and shall include, as applicable to the proposed development:

(1) Delineation of flood hazard areas, floodway boundaries and flood zones, base flood elevations, and ground elevations if necessary for review of the proposed development.

(2) Where base flood elevations or floodway data are not included on the FIRM or in the flood insurance study, they shall be established in accordance with subsection (b)(2) or (3) of this section.

(3) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than five acres and the base flood elevations are not included on the FIRM or in the flood insurance study, such elevations shall be established in accordance with subsection (b)(1) of this section.

(4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.

(5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.

(6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.

(7) Delineation of the coastal construction control line or notation that the site is seaward of the coastal construction control line, if applicable.

(8) Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the state department of environmental protection.

(9) Existing and proposed alignment of any proposed alteration of a watercourse.

The floodplain administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this chapter but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this chapter.

(b) *Information in flood hazard areas without base flood elevations (approximate Zone A).* Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the floodplain administrator shall:

(1) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.

(2) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.

(3) Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the floodplain administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:

a. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
b. Specify that the base flood elevation is two feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two feet.

(4) Where the base flood elevation data are to be used to support a letter of map change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

(c) *Additional analyses and certifications*. As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

(1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in subsection (d) of this section and shall submit the conditional letter of map revision, if issued by FEMA, with the site plan and construction documents.

(2) For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the flood insurance study or on the FIRM and floodways have not been designated, hydrologic and hydraulic

analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as zone AO or zone AH.

(3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices that demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner that preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in subsection (d) of this section.

(4) For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (zone V), an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage.

(d) *Submission of additional data*. When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a letter of map change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

(Code 1986, § 12-10-5; Ord. No. 16-19, § 1, 8-8-2019)

Sec. 12-10-6. Inspections.

(a) *General*. Development for which a floodplain development permit or approval is required shall be subject to inspection.

(b) *Development other than buildings and structures*. The floodplain administrator shall inspect all development to determine compliance with the requirements of this chapter and the conditions of issued floodplain development permits or approvals.

(c) *Buildings, structures and facilities exempt from the Florida Building Code*. The floodplain administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this chapter and the conditions of issued floodplain development permits or approvals.

(d) *Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection*. Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the floodplain administrator:

(1) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or

(2) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with section 12-10-5(b)(3)b, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.

(e) *Buildings, structures and facilities exempt from the Florida Building Code, final inspection*. As part of the final inspection, the owner or owner's authorized agent shall submit to the floodplain administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in subsection (d) of this section.

(f) *Manufactured homes*. The floodplain administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this chapter and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the floodplain administrator.

(Code 1986, § 12-10-6; Ord. No. 16-19, § 1, 8-8-2019)

Sec. 12-10-7. Variances and appeals.

(a) *General*. The zoning board of adjustment shall hear and decide on requests for appeals and requests for variances from the strict application of this chapter. Pursuant to F.S. § 553.73(5), the zoning board of adjustment shall hear and decide appeals and requests for variances from the strict application of the flood resistant construction requirements of the Florida Building Code. This section does not apply to section 3109 of the Florida Building Code, Building.

(b) *Appeals*. The zoning board of adjustment shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the administration and enforcement of this chapter. Any person aggrieved by the decision may appeal such decision by certiorari appeal to the circuit court.

(c) *Limitations on authority to grant variances*. The zoning board of adjustment shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in subsection (g) of this section, the conditions of issuance set forth in subsection (h) of this section, and the comments and recommendations of the floodplain administrator. The zoning board of adjustment has the right to attach such conditions as it deems necessary to further the purposes and objectives of this chapter.

(d) *Restrictions in floodways*. A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in section 12-10-5(c).

(e) *Historic buildings*. A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.

(f) *Functionally dependent uses*. A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this chapter, provided the variance meets the requirements of section 12-10-5(d), is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

(g) *Considerations for issuance of variances*. In reviewing requests for variances, the zoning board of adjustment shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this chapter, and the following:

(1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;

(2) The danger to life and property due to flooding or erosion damage;

(3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;

(4) The importance of the services provided by the proposed development to the community;

(5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;

(6) The compatibility of the proposed development with existing and anticipated development;

(7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;

(8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;

(9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

(10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

(h) *Conditions for issuance of variances*. Variances shall be issued only upon:

(1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this chapter or the required elevation standards;

(2) Determination by the zoning board of adjustment that:

a. Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
b. The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and
c. The variance is the minimum necessary, considering the flood hazard, to afford relief.

(3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the office of the clerk of the court in such a manner that it appears in the chain of title of the affected parcel of land; and

(4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the floodplain administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as $25.00 for $100.00 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

(Code 1986, § 12-10-7; Ord. No. 16-19, § 2, 8-8-2019)

Sec. 12-10-8. Violations.

(a) *Violations*. Any development that is not within the scope of the Florida Building Code but that is regulated by this chapter that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this chapter, shall be deemed a violation of this chapter. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this chapter or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.

(b) *Authority*. For development that is not within the scope of the Florida Building Code but that is regulated by this chapter and that is determined to be a violation, the floodplain administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person performing the work.

(c) *Unlawful continuance*. Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

(Code 1986, § 12-10-8; Ord. No. 16-19, § 2, 8-8-2019)

Sec. 12-10-9. General.

(a) *Definitions*. See Chater 12-2 for definitions applicable to this chapter.

(b) *Terms defined in the Florida Building Code*. Where terms are not defined in this code and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in that code.

(c) *Terms not defined*. Where terms are not defined in this code or the Florida Building Code, such terms shall have ordinarily accepted meanings such as the context implies.

(Code 1986, § 12-10-9; Ord. No. 16-19, § 2, 8-8-2019)

Sec. 12-10-10. Buildings.

(a) *Design and construction of buildings, structures and facilities exempt from the Florida Building Code*. Pursuant to section 12-10-4(c), buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of section 12-10-17.

(b) *Buildings and structures seaward of the coastal construction control line*. If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:

(1) Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the Florida Building Code, Building Section 3109 and Section 1612 or Florida Building Code, Residential Section R322.

(2) Minor structures and non-habitable major structures as defined in F.S. § 161.54, shall be designed and constructed to comply with the intent and applicable provisions of this chapter and ASCE 24.

(c) *Local amendments to Florida Building Code*. The Florida Building Code permits local governments to adopt amendments which are more stringent than the minimum standards in state statutes, and amendments to the technical provisions of the Florida Building Code which apply solely within the jurisdiction of the local government. Pursuant to the provisions of F.S. §553.73(4), the following amendments are adopted and applicable within the city limits:

(1) Repetitive flood damage. In the Florida Building Code, Building, and Florida Building Code, Existing Building, definitions for the term "Substantial Damage " shall be as defined in Section 12-9-10.

(2) Minimum building elevations. All buildings and structures in flood hazard areas shall have the lowest floor, dry floodproofing measures, or the bottom of the lowest horizontal structural member of the lowest floor, as applicable to occupancy and flood zone, at or above the base flood elevation plus three (3) feet, or the design flood elevation, whichever is higher.

(3) Enclosures below required elevations. Enclosed areas below the required elevation for dwellings in flood hazard areas shall be limited as follows:

a. The interior portion of such enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code.
b. Where perimeter walls are permitted, the limitation on partitions does not apply to load bearing walls interior to perimeter wall (crawlspace) foundations.
c. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

(Code 1986, § 12-10-11; Ord. No. 16-19, § 2, 8-8-2019)

Sec. 12-10-11. Subdivisions.

(a) *Minimum requirements*. Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

(1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

(2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

(3) Adequate drainage is provided to reduce exposure to flood hazards; in zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(b) *Subdivision plats*. Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

(1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;

(2) Where the subdivision has more than 50 lots or is larger than five acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with section 12-10-5(b)(1); and

(3) Compliance with the site improvement and utilities requirements of section 12-10-13.

(Code 1986, § 12-10-12; Ord. No. 16-19, § 2, 8-8-2019)

Sec. 12-10-12. Site improvements, utilities and limitations.

(a) *Minimum requirements*. All proposed new development shall be reviewed to determine that:

(1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

(2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

(3) Adequate drainage is provided to reduce exposure to flood hazards; in zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(b) *Sanitary sewage facilities*. All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and onsite waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in F.A.C. ch. 64E-6 and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

(c) *Water supply facilities*. All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in F.A.C. ch. 62-532.500 and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

(d) *Limitations on sites in regulatory floodways*. No development, including, but not limited to, site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in section 12-10-5(c)(1) demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.

(e) *Limitations on placement of fill*. Subject to the limitations of this chapter, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (zone A only), fill shall comply with the requirements of the Florida Building Code.

(f) *Limitations on sites in coastal high hazard areas (zone V)*. In coastal high hazard areas, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the state department of environmental protection and only if the engineering analysis required by section 12-10-5(c)(4) demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with section 12-10-17(h)(3).

(Code 1986, § 12-10-13; Ord. No. 16-19, § 2, 8-8-2019)

Sec. 12-10-13. Manufactured homes.

(a) *General*. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to F.S. § 320.8249 and shall comply with the requirements of F.A.C. ch. 15C-1 and the requirements of this chapter. If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the applicable requirements.

(b) *Limitations on installation in floodways*. New installations of manufactured homes shall not be permitted in floodways.

(c) *Foundations*. All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

(1) In flood hazard areas (zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.2 and this chapter.

(2) In coastal high hazard areas (zone V), are designed in accordance with the foundation requirements of the Florida Building Code, Residential Section R322.3 and this chapter.

(d) *Anchoring*. All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

(e) *Elevation*. All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the Florida Building Code, Residential SectionR322.2 (Zone A) or Section R322.3 (Zone V and Coastal A Zone).

(f) *Enclosures*. Enclosed areas below elevated manufactured homes shall comply with the requirements of the Florida Building Code, Residential Section R322.2 or R322.3 for such enclosed areas, as applicable to the flood hazard area.

(g) *Utility equipment*. Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the Florida Building Code, Residential Section R322, as applicable to the flood hazard area.

(Code 1986, § 12-10-14; Ord. No. 16-19, § 2, 8-8-2019)

Sec. 12-10-14. Recreational vehicles and park trailers.

(a) *Temporary placement*. Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

(1) Be on the site for fewer than 180 consecutive days; or

(2) Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

(b) *Permanent placement*. Recreational vehicles and park trailers that do not meet the limitations in subsection (a) of this section for temporary placement shall meet the requirements of section 12-10-14 for manufactured homes.

(c) *Limitations on installation in coastal high hazard areas (zone V)*. Owners of existing recreational vehicle parks in coastal high hazard areas shall not expand or increase the number of parking sites unless a plan for removal of units from the coastal high hazard area prior to a predicted flood event is prepared and submitted to Escambia County Emergency Management. Recreational vehicle park owners shall notify vehicle owners of the plan for removal.

(Code 1986, § 12-10-15; Ord. No. 16-19, § 2, 8-8-2019)

Sec. 12-10-15. Tanks.

(a) *Underground tanks*. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

(b) *Above-ground tanks, not elevated*. Above-ground tanks that do not meet the elevation requirements of subsection (c) of this section shall:

(1) Be permitted in flood hazard areas (zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

(2) Not be permitted in coastal high hazard areas (zone V).

(c) *Above-ground tanks, elevated*. Above-ground tanks in flood hazard areas shall be elevated to or above the design flood elevation and attached to a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

(d) *Tank inlets and vents*. Tank inlets, fill openings, outlets and vents shall be:

(1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

(2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(Code 1986, § 12-10-16; Ord. No. 16-19, § 2, 8-8-2019)

Sec. 12-10-16. Other development.

(a) *General requirements for other development*. All development, including manmade changes to improved or unimproved real estate for which specific provisions are not specified in this chapter or the Florida Building Code, shall:

(1) Be located and constructed to minimize flood damage;

(2) Meet the limitations of section 12-10-13(d) if located in a regulated floodway;

(3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;

(4) Be constructed of flood damage-resistant materials; and

(5) Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

(b) *Fences in regulated floodways*. Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of section 12-10-13(d).

(c) *Retaining walls, sidewalks and driveways in regulated floodways*. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of section 12-10-13(d).

(d) *Roads and watercourse crossings in regulated floodways*. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of section 12-10-13(d). Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of section 12-10-5(c)(3).

(e) *Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (zone V)*. In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:

(1) Structurally independent of the foundation system of the building or structure;

(2) Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and

(3) Have a maximum slab thickness of not more than four inches.

(f) *Decks and patios in coastal high hazard areas (zone V)*. In addition to the requirements of the Florida Building Code, in coastal high hazard areas decks and patios shall be located, designed, and constructed in compliance with the following:

(1) A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.

(2) A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.

(3) A deck or patio that has a vertical thickness of more than 12 inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.

(4) A deck or patio that has a vertical thickness of 12 inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.

(g) *Other development in coastal high hazard areas (zone V)*. In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include, but are not limited to:

(1) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;

(2) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and

(3) Onsite sewage treatment and disposal systems defined in F.A.C. 64E-6.002, as filled systems or mound systems.

(h) *Nonstructural fill in coastal high hazard areas (zone V)*. In coastal high hazard areas:

(1) Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.

(2) Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.

(3) Where authorized by the state department of environmental protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

(Code 1986, § 12-10-17; Ord. No. 16-19, § 2, 8-8-2019)

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CHAPTER 12-11. SIGNS

Sec. 12-11-1. Purpose.

The purpose of this chapter is to regulate the size, location, construction, and manner of display of signs so as to not confuse, mislead, or obstruct lines of vision necessary for traffic safety, diminish the aesthetic beauty of the city, or otherwise endanger the public health, safety and welfare, and to further the objectives of this title and the comprehensive plan.

(Code 1986, § 12-4-1)

Sec. 12-11-2. Signs within special districts.

The city's historic, preservation, redevelopment, and special district standards prioritize maintaining the unique character of these areas. In historic districts, for example, signage was traditionally limited and smaller in scale compared to modern signs, particularly in the commercial areas. These signs typically complemented the architectural style of the building, with support structures and trim work that were both decorative and functional. Accordingly, the sign standards in this chapter include special provisions tailored to these districts.

(Code 1986, § 12-4-8)

Sec. 12-11-3. Noncommercial Speech.

Any sign, allowed by either a permit or as a matter of right, whether an on-site sign or an off-site sign, may contain noncommercial speech in lieu of any other type of speech.

Sec. 12-11-4. Permits and exceptions.

(a) *Permit required*. It shall be unlawful to display, erect, relocate, or alter any sign without first filing with the building official an application in writing and obtaining a sign permit, unless otherwise provided for herein. When a sign permit has been issued by the building official, it shall be unlawful to change, modify, alter, or deviate from the terms of said permit without prior approval of the building official. A written record of such approval shall be entered upon the original permit application and maintained in the files of the building official.

(b) *Signs exempt from permit*. The following signs are exempt from obtaining a sign permit but require other permits if they include illumination or are installed on the ground.

(1) *Small signs*. Signs three square feet or less in area when used in conjunction with signs permitted by this chapter.

(2) *Nameplates.* One non-illuminated nameplate no larger than three square feet and attached flat against the wall of the building or freestanding. The top of the freestanding nameplate shall be no more than 18 inches above ground level.

(3) *Drive-through signs*. Signs within the drive-through site not intended to be seen from the street are permitted without a sign permit but shall not exceed 24 square feet.

(4) *Signs erected by a government agency*. These signs are allowed to be placed on or above a public right-of-way.

(5) *Service stations*. Signs within gas stations which are placed on each gasoline pump are exempt from a sign permit but shall not exceed an aggregate area of three square feet per pump island.

(6) *A-frame signs*. Businesses located within the WRD-1, Palafox historic business, and South Palafox business districts may place one portable (two-sided A-Frame) sign on the sidewalk adjacent to the business location subject to the following:

a. The maximum size of the sign shall not exceed two feet wide by three feet high;

b. The sidewalk width shall be a minimum of eight feet;

c. The sign shall be removed from the sidewalk at the close of business hours daily.

Sec. 12-11-5. Prohibited signs.

It shall be unlawful to erect or maintain the following signs within city limits:

(a) Any sign containing or illuminated by flashing or intermittent lights of changing degrees of intensity, except for digital signs.

(b) Those with visible motion, except for tri-faced off-site signs.

(c) Those that incorporate projected images or emit sound.

(d) Strings of light bulbs other than holiday decorations.

(e) The use of gas or hot-air balloons, except on a temporary basis as provided in section 12-11-12.

(f) The use of banners, pennants and streamers except on a temporary basis as provided in section 12-11-12.

(g) Rooftop signs.

(h) Signs that are posted, painted, or otherwise affixed to any rock, fence, tree or utility pole.

(i) Portable signs, except as allowed under temporary signs.

(j) Signs that are not in good repair or that may create a hazardous condition.

(k) Signs that are illegal under state laws and regulations.

(l) Off-site signs attached to any craft or structure in or on a water body designed or used for the primary purpose of displaying advertisements. Provided, however, that this section shall not apply to any craft or structure that displays an advertisement or business notice of its owner, so long as such craft or structure is engaged in the usual business or regular work of the owner, and not used merely, mainly or primarily to display advertisement.

(m) Sign using plastic materials for lettering or background are prohibited in the Pensacola Historic District, the GRD-1 district, and the South Palafox Business district.

(n) Internally illuminated signs and awnings are prohibited in the historic districts, the GRD-1 district, the Palafox historic business district, and South Palafox Business district.

(o) Signs that present an optical illusion are prohibited in the WRD district and the Airport Development Corridor Overlay district.

(p) Flashing, strobe, or neon signs and neon signs placed inside a window are prohibited in the GRD-1 district.

Sec. 12-11-6. General sign standards and criteria.

(a) *Sign placement*.

(1) Wall signs shall be mounted flat against the building façade and may not project more than 12 inches from the wall surface. This provision does not apply to projecting signs.

(2) No signs, other than those permitted by a license to use (LTU) or within the Palafox historic business district (see below), are allowed on public rights-of-way.

a. If allowed through an LTU, no part of such signs shall be closer than 18 inches to the vertical plane of the curb line or edge of pavement.

b. Within the Palafox historic business district, signs protruding into or overhanging the public right-of-way are permitted subject to prior approval by the architectural review board and are subject to removal on 30 days' notice if the city requires the space for any public purpose. Such signs must be of a character and size consistent with maintenance of the theme and character of the district. Existing overhanging signs are hereby approved and will not require further board approval unless altered.

(3) There is no minimum setback for freestanding signs, unless required elsewhere in this chapter.

(4) No sign shall be located within the visibility triangle (see section 12-7-5).

(5) No sign shall project into the line of vision of any traffic-control sign or signal from any point in a moving traffic line.

(6) Signs on fences and walls are subject to all requirements of freestanding signs including maximum sign area, maximum height and minimum setback, unless otherwise specified herein.

(b) *Sign height*. No sign may extend above the roof line or eave, whichever is lower, of the building to which it is attached. For purposes of this section, roof surfaces constructed at an angle of 65 degrees or more from horizontal shall be regarded as wall space.

(c) *Height clearance*. Signs projecting from a building and extending over a sidewalk or public property shall maintain a clear height of nine feet above the sidewalk or right-of-way.

(d) *Illumination*.

(1) Signs for nonresidential uses in residential districts shall not be internally illuminated.

(2) Lighting directed toward a sign shall be shielded so that it illuminates only the face of the sign and does not shine directly onto a public right-of-way or residential premises.

(3) Signs in the historic and preservation districts may be illuminated provided the source of light shall not be visible beyond the property line of the lot on which the sign is located.

(e) *Installation requirements*.

(1) All permanent off-site signs that exceed 50 square feet must be installed by a licensed contractor or sign contractor.

(2) On-site signs may be installed by a property owner for his or her own business on his or her own lot.

(3) On-site signs may be installed by a tenant for his or her own business provided that:

a. The sign must not exceed 32 square feet and/or a height of ten feet; and

b. The tenant must obtain written consent of the property owner to install the sign.

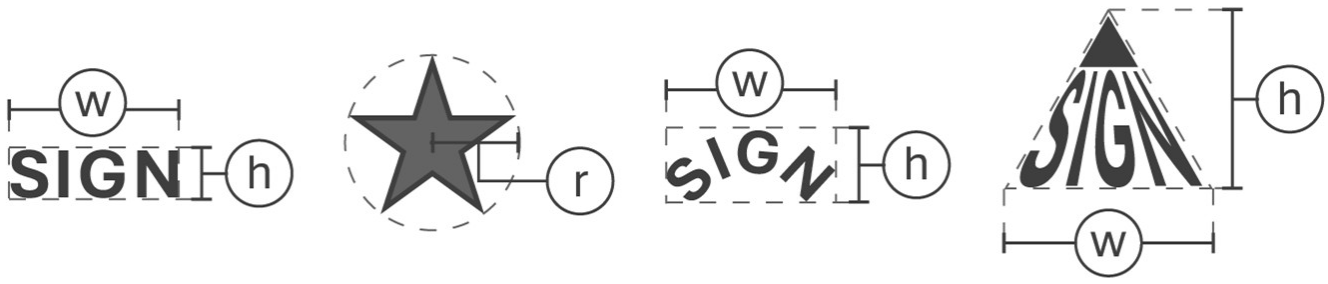
(4) All freestanding signs shall be supported by posts or uprights furnished by the installer of said sign and in no case will signs be supported by utility company poles, fences or fence posts, trees or any other structure not furnished specifically for the particular sign.

(f) *Sign compatibility*. Any proposed new, altered or replacement sign may not impair the architectural or historical value of buildings within the historic and preservation districts. The sign lettering and construction should complement the building to which it is attached.

Sec. 12-11-7. Sign area calculations.

The area of a sign shall be calculated by drawing a simple geometric shape (i.e., square, rectangle, circle, oval or triangle) around the outer edge of the message (see figure 12-11.1). The following measurement provisions shall also be observed:

FIGURE 12-11. 1. SIGN FACE CALCULATIONS



(a) Sign perimeter bands and backgrounds that differ in color or material from the surface where the sign is installed must be included as part of the calculation of copy area.

(b) Supporting structures (base, columns, framework, bracing, and similar elements) that are clearly incidental to the display itself shall not be computed as copy area.

(c) Double-faced (back-to-back) signs (see figure 12-11.2) shall be regarded as a single sign with one face measured when calculating sign area, only if:

(1) The signs are mounted on a single structure;

(2) The distance between the backs of the signs does not exceed two feet;

(3) For angled signs, the angle between faces does not exceed 45 degrees.

(d) A sign that consists of one or more three-dimensional objects (i.e., balls, cubes, clusters of objects, sculpture, or statue-like objects) not having conventional sign faces shall be measured as follows:

(1) Signs with three-dimensional objects that project six inches or less from the sign face shall be measured as a flat sign.

(2) Signs with three-dimensional objects that project more than six inches from the sign face shall be calculated by adding the area of the faces of the smallest cube or rectangular prism which could enclose the entire sign volume (see figure 12-11-3) divided by two. All dimensions and calculations must be shown on the submitted plans.

FIGURE 12-11. 2. DOUBLE-FACE SIGN

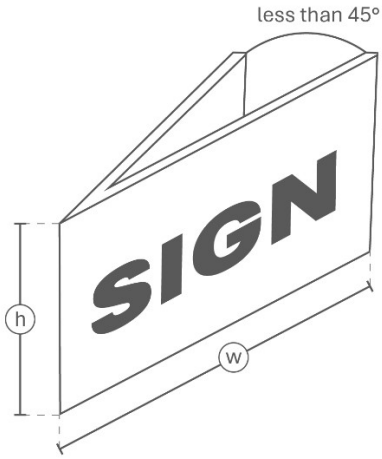
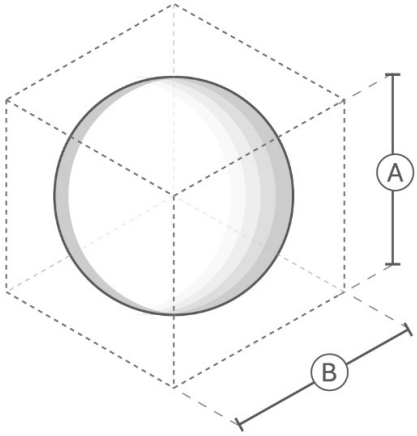


FIGURE 12-11. 3. THREE-DIMENSIONAL SIGN



(Code 1986, § 12-4-3; Ord. No. 15-92, § 1, 6-25-1992)

Sec. 12-11-8. Permanent on-site signs.

(a) *Residential zoning districts*. The following permanent on-site signs shall be permitted in the RL, RM, and RH zoning districts:

(1) One attached wall sign or combination of wall signs for non-residential uses, not to exceed a cumulative size of 36 square feet or one freestanding sign per street frontage not to exceed 36 square feet in area, located no closer than ten feet to any property line, and not exceed six feet in height.

(2) Two signs per residential subdivision entrance, of not more than 20 square feet of advertising surface, and not exceeding six feet in height.

(b) *Office, high density residential, and airport transition zoning districts* . Developments within the RH, RO, and ATZ-1 zoning districts may have one freestanding and one wall sign per building, each sign with a maximum advertising display area of 35 square feet. Office uses may have one additional wall sign per unit not exceeding six-square feet in area. The freestanding signs shall not exceed 15 feet in height.

(c) *Other zoning districts*. Each parcel of property shall be limited to one freestanding or one projecting sign per street frontage, and one attached wall sign per establishment and set forth in table 12-11.1. Other signs may be permitted in conjunction with these permitted signs and are described in section 12-11-4(b). The wall sign may be placed on the front or one side of the building. The sign size in the industrial districts vary depending on the building setback from a paved public road right-of-way line open to the public. The major transportation thoroughfares referenced in the table include the following:

- Airport Boulevard.
- Alcaniz Street.
- Barrancas Avenue.
- Bayou Boulevard; Grande Drive to Carpenter's Creek.
- Cervantes Street, including that portion of Scenic Highway south of Mallory Street.
- Chase Street.
- Creighton Road.

- Davis Highway.
- Fairfield Drive.
- Garden Street, including that portion of Navy Boulevard west of the Frisco rail line.
- Gregory Street.
- Main Street.
- 9th Avenue.
- Pace Boulevard.
- Palafox Street.
- 12th Avenue from Bayou Boulevard to Underwood.

TABLE 12-11. 1. Permanent On-Site Sign Standards

	Sign Type	Advertising Display Area	Max Height
Along major thoroughfares:			
Residential/office district (RO)	Freestanding or Projecting	1 sign, 50 sq. ft. max	20 ft.
	Attached wall	6 sq. ft. per office	15 ft
Commercial districts (R-NC, C-1, C-2, C-2A, C-3)	Freestanding or Projecting	1 sign, 100 sq. ft. max	25 ft
	Attached Wall	10% of street front elevation, up to 200 sq. ft.	
Industrial districts (M-1 and M-2)	Freestanding or Projecting	1 sign, 100 sq. ft. max	25 ft
	Attached Wall (≤400 ft setback)	10% of elevation, up to 200 sq. ft.	
	Attached Wall (400–750 ft setback)	15% of elevation, up to 400 sq. ft.	
	Attached Wall (>750 ft setback)	20% of elevation, up to 800 sq. ft.	
Along other streets			
Office / Multifamily (RO, R-2A, ATZ-1)	Freestanding or Attached	1 sign, 35 sq. ft. max.	15 ft.
	Attached wall	6 sq. ft. per office	
Commercial, Industrial, ATZ-2	Freestanding or Projecting	1 sign, 35 sq. ft. max. or 1 sq. ft. per linear ft of frontage, 50 sq. ft. max per face	20 ft.
	Attached Wall	10% of elevation, up to 100 sq. ft. (front or one side)	
Shopping Centers / Malls	Freestanding	1 sq. ft. per linear ft of frontage, max 200 sq. ft. per face	35 ft.
	Attached Wall	10% of elevation, up to 200 sq. ft.	

(d) *Historic and preservation districts*. The following permanent on-site signs shall be permitted in the historic and preservation zoning districts in conjunction with uses other than single family, duplex, and townhouses. Attached or wall signs may be placed on the front or one side of the building.

TABLE 12-11. 2. SIGNS STANDARDS FOR THE HISTORIC AND PRESERVATION ZONING DISTRICTS

	Maximum Height	Maximum Size
HR-1, HR-2, HC-1, HC-2, PR-1, PR-2, PC-1		
1 freestanding, projecting, or wall sign per street frontage (1)	Freestanding: 8 ft Projecting: 12'-6"	12 sq. ft.
OEHR-2, OEHC-1, OEHC-2, OEHC-3		
- North 9th Ave, Wright St, Alcaniz St, Davis St		
1 freestanding, projecting, or wall sign or combination (2)	12 ft	50 sq. ft. (combined area)
- All other streets		
1 freestanding, projecting, or wall sign per lot per street frontage	Freestanding: 8 ft Projecting: 12'-6"	12 sq. ft.

(1) The freestanding sign shall be set back 5 ft or more from all property lines

(2) Signs may be painted, mounted, hung, or freestanding

(e) *Redevelopment zoning districts*. The following permanent on-site signs shall be permitted in the GRD, WRD, and WRD-1 zoning district (see next subsection for GRD-1).

(1) *Attached signs*. Ten percent of the building elevation square footage (wall area) which fronts on a public street, not to exceed:

a. In the GRD district: 50 square feet along Gregory, Chase and Alcaniz Streets, 9th Avenue, and Bayfront Parkway and 25 square feet along all other streets.

b. WRD and WRD-1: 50 square feet. If the building exceeds five stories in height, one attached wall sign or combination of wall signs shall not exceed 200 square feet and must be mounted on the fifth floor or above.

(2) *Freestanding signs*. Table 12-11.3 contains the sign standards for freestanding signs in the redevelopment districts.

TABLE 12-11. 3. SIGNS IN REDEVELOPMENT ZONING DISTRICTS

	Maximum Area Sign Face (Square Feet)	Maximum Sign Height (Feet)
GRD		
Gregory, Chase and Alcaniz Streets, 9th Avenue	50	20
Bayfront Parkway		
• 10 feet from curb	20	5
• 20 feet from curb	35	7
• 30 feet from curb	50	9
All other streets		
• 10 feet from curb	20	5
• 20 feet from curb	35	7
• 30 feet from curb	50	9
WRD and WRD-1	50	10

(3) *Sign guidelines.*

a. The architectural character of the building to which the sign relates should be reflected in the lettering of the sign, and the materials used for the supporting structure and the sign face.

b. Indirect and internal lighting is encouraged. Neon and exposed fluorescent lighting are not encouraged in the WRD district and are not permitted in the WRD-1 district.

c. The landscaping and positioning of the sign should complement the overall site plan and landscaping of the development.

(f) *GRD-1 zoning district*. It is the intent of the Aragon redevelopment area to recapture the turn-of-the century feeling of commerce in Aragon's core neighborhood. To this end, special consideration will be given to a variety of painted signs on brick and stucco walls, building cornices, canopies and awnings, even on sidewalks and curbs. Sign style shall be complementary to the style of the building on the property. In the older sections of the city the support structure and trim work on a sign was typically ornamental, as well as functional. The following permanent on-site signs shall be permitted in the GRD zoning district.

(1) *Permanent on-site signs*. Each mixed-use or commercial property shall be limited to one sign per lot for Type II through VI. The sign may be placed on the street side or alley frontage. Type I shall be limited to one sign per street and one for alley frontage. The sign may be projected from the building, a wall-mounted sign, or a painted sign. The sign may be mounted to or painted on the face of a building wall, hung from a bracket that is mounted to a wall of a building, or hung from other ornamental elements on the building. Attached or wall signs may be placed on the front or one side of the building. The maximum size of the signs shall be as follows:

a. GRD-1, Type II through Type VI residential home occupation and mixed-use lots: ten square feet maximum.

b. GRD-1, Type I commercial lots: 35 square feet maximum per street front.

c. In the Aragon neighborhood, a combination of two attached wall signs may be used per building frontage but the total combined sign area shall not exceed 35 square feet.

d. For building frontages facing an alley in the Aragon neighborhood, attached signage shall not exceed 12 square feet.

(2) *Home occupations*. Home occupations may install one non-illuminated nameplate; the nameplate shall not be larger than three square feet and shall be attached flat against the wall of the building.

(g) *South Palafox Business district*: One sign per street frontage may be allowed subject to the following:

Building Height	Maximum Sign Area
1 Story	12 sq. ft.
2 Story	24 sq. ft.
3 Story	32 sq. ft.
4 Story	42 sq. ft.
5 Story	48 sq. ft.
6 Stories and over	60 sq. ft.

(1) The sign may be mounted to the face of a wall of the building, hung from a bracket that is mounted to a wall of a building, hung from other ornamental element on the building.

(2) Attached or wall signs may be placed on the front or one side of the building.

(h) *Signs in the Airport Development Corridor Overlay District*. The provisions set forth in this chapter shall generally apply within the airport development corridor. The following guidelines, however, should be considered:

(1) *Sign type*. The use of monument signs (a sign that is not mounted on a pole) is recommended within the corridor.

(2) *Design materials*. The architectural character of the building to which the sign relates should be reflected in the lettering and materials used in the sign.

(3) *Lighting*. Indirect or internal lighting.

(i) *Signs in the North 9th Avenue corridor management overlay district*. The provisions set forth in this chapter shall generally apply in addition to the following:

(1) *Freestanding signs*. Freestanding signage shall observe a maximum overall sign height of eight feet with a maximum sign face area of 32 square feet. Monument signs are required; however, if a pole sign exists, decorative covers to conceal the frame are required. Additionally, landscaping at the base of all freestanding signage is required.

(2) *Design materials*. The architectural character of the building to which the sign relates should be reflected in the lettering and materials used in the sign.

(3) *Lighting*.

a. Freestanding signs may be up lit with shielded landscape lighting to promote dark sky lighting and minimize light pollution and nuisances.

b. Signage may not be internally illuminated. However, back-lighting of letters will be permissible with opaque faces to create the effect of channel letters (push-through or cut-out lettering).

c. Electronic reader boards shall not be allowed within this district.

Sec. 12-11-9. Permanent off-site signs.

Permanent off-site signs are also known as outdoor advertising signs, billboards, and off-premises signs.

(a) *Permitted sign locations*.

(1) Outdoor advertising signs are generally permitted in the commercial and industrial zoning districts (C-1, C-2, C-3, M-1, and M-2), except for the community redevelopment area, the airport development corridor overlay district, and the Bayou Texar shoreline protection district.

(2) Outdoor advertising signs are permitted in the residential-neighborhood commercial district (R-NC), except for the community redevelopment area, if located along an interstate highway or an arterial roadway. Signs shall be located within

125 feet of the rights-of-way of interstate highways and within 50 feet of the rights-of-way of arterial roadways, as measured from the edge of the right-of-way to the base of the sign.

(b) *Prohibited sign locations*.

(1) Outdoor advertising signs are prohibited in the following zoning districts:

a. Conservation (CO).

b. Low-Density Residential (RL-1, RL-2, and RL-3).

c. Medium-Density Residential (RM-1, RM-2, and RM-3).

d. High-Density Residential (R-ZL, RH-1, and RH-2).

e. Residential/Office (RO and R-NCB).

f. Downtown Retail Commercial District (C-2A).

g. Pensacola Historic District (HR-1, HR-2, HC-1, and HC-2).

h. North Hill Preservation District (PR-1, PR-2, and PC-1).

i. Old East Hill Preservation District (OEHR-2, OEHC-1, OEHC-2, and OEHC-3).

j. Airport Land Use District (ARZ, ATZ-1 and ATZ-2).

k. Gateway Redevelopment (GRD and GRD-1).

l. Waterfront Redevelopment (WRD, WRD-1).

m. South Palafox Business (SPBD).

(2) Outdoor advertising signs are prohibited within a 500-foot radius of the nearest edge of the rights-of-way of Scenic Highway, any roadway classified as scenic in the city comprehensive plan or any roadway classified as a scenic highway pursuant to F.S. § 335.093. Billboards located along state roads shall also comply with the Florida Department of Transportation setback requirements.

(c) *Sign design*.

(1) Outdoor advertising signs shall have a maximum of two sign faces per sign structure. When two sign faces are used, the sign faces shall be mounted in a V-type or back-to-back configuration. Each sign face shall not exceed the maximum sign area permitted at the specific location.

(2) Outdoor advertising signs with sign faces in a V-type configuration shall not have an interior angle exceeding 60 degrees where the sign faces converge.

(3) Tri-faced outdoor advertising signs, as defined in chapter 12-2, shall be allowed.

(4) Outdoor advertising signs with side-to-side and stacked sign faces are prohibited.

(d) *Sign area*.

(1) Interstate highways and four-lane roadways. Along interstate highways and four-lane roadways, the sign area of each sign face on an outdoor advertising sign shall not exceed 378 square feet.

(2) Two-lane roadways. Along two-lane roadways, the sign area of each sign face on an outdoor advertising sign shall not exceed 100 square feet.

(e) *Sign height*.

(1) Interstate highways. Along interstate highways, the height of an outdoor advertising sign shall not exceed a height of 50 feet measured from the base of the sign at normal grade to the top of the sign.

(2) Four-lane and two-lane roadways. Along two-lane roadways and four-lane roadways, the height of an outdoor advertising sign shall not exceed a height of 35 feet measured from the base of the sign at normal grade to the top of the sign.

(f) *Sign spacing*.

(1) Interstate highways. Along interstate highways, outdoor advertising signs shall not be located within 1,500 feet of any other outdoor advertising sign on the same side of the right-of-way.

(2) Four-lane and two-lane roadways. Along two-lane roadways and four-lane roadways, outdoor advertising signs shall not be located within 1,000 feet of any other outdoor advertising sign on the same side of the right-of-way or within a 300-foot radius of any other outdoor advertising sign as measured in any direction.

(g) *Cap and replace provisions*.

(1) The maximum number of outdoor advertising signs allowed within the city shall be limited to the number of outdoor advertising signs existing, or having received a building permit, as of September 30, 2009.

(2) After September 30, 2009, a building permit for the construction of an outdoor advertising sign shall only be issued following the removal of an existing outdoor advertising sign located within the city.

(3) A demolition permit from the city shall be required prior to the removal of an outdoor advertising sign. The removal of a sign will be verified through an inspection by the building official or his or her designee. The sign removal shall be documented under the demolition permit number in the computerized permitting system.

(4) When applying for a building permit to erect a new outdoor advertising sign, an applicant shall be required to provide the demolition permit number of the previous outdoor advertising sign being used to meet these replacement provisions. Through documentation in the computerized permitting system, the permitting clerk shall cross-reference the demolition permit for the previous sign with the building permit for the new sign.

(5) Applicants are requested to remove a nonconforming outdoor advertising sign in lieu of a conforming outdoor advertising sign to meet these replacement provisions.

Sec. 12-11-10. Wayfaring signs.

(a) Wayfaring signs may be allowed within multifamily residential and multi-parcel commercial developments, of three acres or more, having an internal driveway network. The wayfaring signs shall be located at driveway intersections to direct motorist to destinations within the development that are not readily visible from adjacent public rights-of-way. When using two or more wayfaring signs in a development, a master sign plan is required.

(b) Wayfaring signs shall also be allowed on public rights-of-way within the dense business district to assist motorist in finding destinations and shall be planned and sponsored by the community redevelopment agency.

(c) Wayfaring signs shall also comply with the following requirements:

(1) *Sign design*. The number of sign faces at any one intersection shall be the minimum necessary to provide directional information. Typically, this will be one sign face per direction from which driveways or streets approach the intersection. Sign faces in opposite directions shall be mounted in a back-to-back configuration. One or more sign structures may be used at each intersection as long as the total number of sign faces meets the criteria above. Each individual sign face shall not exceed the maximum sign area permitted at the specific location.

(2) *Sign area*. The sign area of any sign face shall not exceed 12 square feet.

(3) *Sign height*. Wayfaring signs shall have a sign height not to exceed 12 feet.

(4) *Lighting*. The sign may be internally or externally lit and shall not shine directly onto a public right-of-way or adjacent residential premises.

(d) Up to two wayfaring signs shall be allowed per hospital having a state-certified trauma center and/or emergency center in the RO through M-2 zoning districts. The signs shall meet the following requirements:

(1) *Sign design*. The signs shall be freestanding and have a maximum of two sign faces per sign structure. When two sign faces are used, the sign faces shall be mounted in a V-type or back-to-back configuration.

(2) *Sign area*. The signs shall not exceed 50 square feet.

(3) *Sign height*. The maximum height shall not exceed 12 feet.

(4) *Lighting*. The sign may be internally or externally lit and shall not shine directly onto a public right-of-way or adjacent residential premises.

Sec. 12-11-11. Public transit bus shelter and bench signs.

(a) Public transit bus shelters and benches shall be located along active bus routes at bus stops designated by Escambia County Area Transit (ECAT). Designated bus stops shall be identified by an ECAT bus stop sign.

(b) No public transit bus shelter or bench with an advertising display may be placed within 300 feet of another bus shelter or bench with an advertising display on the same side of the street.

(c) Public transit bus shelters and benches located along bus routes that are no longer active shall be removed by their owner within 30 days of the route becoming inactive. Such signs would be defined as prohibited signs instead of nonconforming signs under these provisions.

(d) The placement of bus shelters and benches and the size and number of advertising displays shall also comply with the requirements set forth in F.A.C. ch. 14-20.

(e) The design of public transit bus shelters and benches to be located in historic, preservation or aesthetic districts shall be subject to review by the city board responsible for that district and shall not have an advertising display area.

(Code 1986, § 12-4-5; Ord. No. 35-92, § 3, 10-22-1992; Ord. No. 29-93, § 28, 11-18-1993; Ord. No. 28-97, § 1, 8-14-1997; Ord. No. 8-99, § 8, 2-11-1999; Ord. No. 23-00, § 1, 4-27-2000; Ord. No. 6-02, § 2, 1-24-2002; Ord. No. 30-09, § 1, 9-10-2009)

Sec. 12-11-12. Temporary signs.

(a) Temporary signs shall meet the standards set forth in Table 12-11.1, except as noted in the subsections below the table.

TABLE 12-11. 4. CRITERIA AND LIMITATIONS FOR TEMPORARY SIGNS

	Single -family and duplex Residential Use	All Other Uses
Maximum number of temporary signs per parcel	4	4
Maximum sign size (area) for a temporary sign [(1)]	4 sq. ft.	16 sq. ft.
Maximum sign height for a temporary freestanding sign [(2)]	6 ft.	6 ft.
Maximum sign height for a temporary attached sign	15 ft.	15 ft.
Minimum sign setback required to be maintained by a temporary freestanding sign from any property line [(3)]	5 ft.	5 ft.
Maximum aggregate surface area allocated for all temporary signs on a parcel [(4)]	16 sq. ft.	64 sq. ft.
Duration allowed after event ends	14 calendar days	14 calendar days

Notes

[(1)] The square footage limitation is per side for a back-to-back sign. For example, a four-square foot limitation means that there is a limit of four square feet of surface area per side of a back-to-back sign, and an aggregate limit of eight square feet is allowed if the sign is a back-to-back temporary sign.

[(2)] Not applicable to flags displayed on flag poles.

[(3)] Minimum sign setbacks do not apply to attached signs. All temporary signs are prohibited on public property and from public rights-of-way.

[(4)] There is no limit to the number of separate messages that may appear on the allowable surfaces of any temporary sign. The maximum aggregate surface area allowed is subject to circumstances that may reduce the maximum aggregate surface area allowable on some parcels.

(b) Temporary signs are not allowed on public property, on the right-of-way, or within the visibility triangle.

(c) Temporary signs shall not be illuminated.

(d) Temporary on-site signs are allowed in the historic, preservation, redevelopment districts as follows:

(1) Properties offered for sale, lease, or rental may display a non-illuminated temporary sign not exceeding six square feet in area. The sign shall be removed immediately after occupancy.

(2) Development sites undergoing construction may display one non-illuminated sign not more than 50 square feet in area displayed only during such time as the actual construction work is in progress. In the GRD-1 district, the sign is allowed in

connection with new construction work related to Aragon's development, community sites, parks, or Privateer's Alley and shall not exceed 32 square feet.

(3) Noncommercial special events, such as fairs, carnivals, festivals, or similar happenings in the GRD and WRD districts may display temporary banners subject to the following:

a. Such signs may be erected no sooner than two weeks before the event.

b. Such signs must be removed no later than three days after the event.

c. Banners extending over street rights-of-way require approval from the mayor or designee.

(e) Signs found to be in violation of this section will be removed. Further, violation of this section shall be punished by fine to be paid by any person recovering the removed sign as provided by section 1-1-8.

(Code 1986, § 12-4-6; Ord. No. 6-93, § 23, 3-25-1993; Ord. No. 45-96, § 8, 9-12-1996; Ord. No. 16-10, §§ 214, 215, 9-9-2010; Ord. No. 14-20, § 1, 6-11-2020)

Sec. 12-11-13. Maintenance.

All signs shall be maintained in a safe, presentable, and good structural condition at all times, including the replacement of defective parts, painting, repainting, cleaning, and other acts required for the maintenance of said sign. The owner of any property on which a sign is located and those responsible for maintenance of the sign shall be equally responsible for the conditions of the area in the vicinity of the sign and shall be required to keep this area clean, sanitary and free from noxious or offensive substances, rubbish, and flammable waste materials.

(Code 1986, § 12-4-10)

Sec. 12-11-14. Administration and enforcement.

(a) *Nonconforming signs*. Within requirements established by this section, there may exist signs which would be prohibited, regulated, or restricted under the terms of this title. It is the intent of this title to allow these nonconformities to exist, but not to encourage their continuation. Such signs are declared by this title to be incompatible with permitted sign regulations. Non-conforming portable signs, however, must be removed immediately.

(b) *Modification/replacement of nonconforming signs*. The following limitations apply to nonconforming signs:

(1) An existing nonconforming sign shall not be changed to another nonconforming sign;

(2) An existing nonconforming sign shall not be structurally altered to prolong the life of the sign or to change the shape, size, type or design of the sign;

(3) An existing nonconforming sign shall not be repaired after being damaged if the repair of the sign would cost more than 50 percent of the cost of a new sign;

(4) A nonconforming sign may be reconstructed if destroyed by fire, explosion, or other casualty, or act of God, or the public enemy; however, new construction must duplicate the original sign or the sign must comply with the regulations described herein.

(c) *Abandoned signs*. The message on the advertising surface of a permanent or temporary sign must be removed once the activity it is advertising ceases to exist. Permanent signs applicable to a business temporarily suspended because of a change in ownership or management shall not be deemed abandoned unless the property remains vacant for a period of three months in the redevelopment districts and the airport development corridor overlay district or six months everywhere else in the city. Signs other than off-site signs on any parcel of property unoccupied for a period of six months shall be deemed to have been abandoned. If the owner fails, refuses or neglects to comply with the provisions of this subsection the building official or designee shall initiate removal procedures as follows:

(1) The building official shall post on each sign a legal notice which shall notify the public that the sign is condemned and scheduled to be demolished.

(2) Furthermore, with the posting of the sign, said building official shall cause a legal notice to be published once a week for two consecutive weeks in a newspaper published and circulated in the city, which also meets the requirements of the

applicable state law. Said legal notice shall set forth a description of the property where the sign is located and shall notify the public that the sign is condemned and scheduled to be demolished.

(3) Fourteen days after the initial date of posting the sign, the building official shall prepare bids and specifications for the competitive bidding for demolishing the sign by private contract in the following manner:

a. Advertisement shall comply with section 3-3-4.

b. The city shall award the contract to the successful bidder.

c. The successful contractor shall, upon notice to proceed as initiated by the authorized official, commence the specified demolition and site clean-up.

d. Upon satisfactory completion of the work, the contractor shall be paid from a revolving sign demolition fund.

(4) The building official shall certify to the city treasurer that the specific work has been completed. The city treasurer shall then prepare and process a complete assessment of all costs, including, but not limited to, all administrative costs, attorney fees or other legitimate expenses that may have occurred before, during, or after the proceedings necessary to eliminate the illegal condition of signs described herein.

(5) Said assessment shall be declared a lien upon such land until paid and to have equal dignity with other liens for ad valorem taxes. The mayor shall file on public record such claims of liens against the property cleared of such condemned sign setting forth the amount of such lien, a description of the property involved, and that such lien is claimed pursuant to the provisions of this section. Such lien shall be signed and sworn to by the mayor. Monies received from enforcement of lien shall be collected and deposited in the revolving fund provided for herein. The lien shall be enforced as otherwise provided for by law.

(Code 1986, § 12-4-11; Ord. No. 13-92, § 4, 5-28-1992; Ord. No. 28-97, § 3, 8-14-1997; Ord. No. 16-10, § 216, 9-9-2010)

Sec. 12-11-15. Insurance.

The owner of any sign allowed to encroach into the public right-of-way shall indemnify, defend and hold harmless the city from and against any and all claims, demands, actions, judgments, costs, attorney's fees, or expenses for bodily injury, including death, or property damage arising out of or in connection with the construction or existence of said sign, except to the extent that such injury or damage may be directly caused by the negligence or misconduct of other persons. Prior to the issuance of any sign permit and before the sign is erected, the owner of the sign shall execute an agreement, in a form satisfactory to the city attorney, to indemnify the city in the aforesaid manner and shall file with the city a certificate issued by an insurance company authorized to do business in the state evidencing the existence of premises liability insurance, in an amount satisfactory to the building inspections superintendent and the risk manager, said insurance to remain in force for so long as such signs remain in existence, and the certificate of insurance shall indicate that the city is named as an additional insured and that the insurance company shall not cancel or change the coverage under the insurance policy without giving 30 days prior written notice to the department of risk management.

(Code 1986, § 12-4-12; Ord. No. 45-96, § 10, 9-12-1996)

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CHAPTER 12-12. AIRPORT

Sec. 12-12-1. Purpose.

The purpose of this chapter is to prevent obstructions that are potentially hazardous to aircraft operations as well as persons or property in the vicinity of the obstruction; for the prevention of incompatible land use within certain airport noise zones where aircraft noise may be an annoyance or objectionable to the residents within said zones; to avoid the generation of electronic signals that may interfere with aviation-related radio frequencies; and to provide for the prevention of these obstructions and incompatible land uses, to the extent legally possible. The elimination, removal, alteration, mitigation, or marking and lighting of existing airport hazards are public purposes for which the political subdivision may raise and expend public funds and acquire land or interests in land.

(Code 1986, § 12-11-1; Ord. No. 13-17, § 2, 6-8-2017)

Sec. 12-12-2. Airport zoning protection regulations.

(a) No structure or obstruction will be permitted within the city or county that would cause a minimum obstruction clearance altitude, a minimum descent altitude or a decision height to be raised or would be permitted that was determined to be a hazard to air navigation by a Federal Aviation Administration aeronautical study (7460-1) or conflict with 14 CFR part 77.

(1) Airport land use restrictions. Notwithstanding any provision to the contrary in this chapter, no use may be made of land or water within any zone established by this chapter in such a manner as to interfere with the operation of an airborne aircraft. The following special requirements shall apply to each permitted use:

a. Lights or illumination. All lights or illumination used in conjunction with street, parking, signs or use of land structures shall be arranged and operated in such a manner that is not misleading or dangerous to aircraft operating from a public airport or in the vicinity thereof.

b. Electronic interference. No operations of any type shall produce electronic interference with navigation signals or radio communication between the airport and aircraft.

c. Visual hazards. No continuous commercial or industrial operations of any type shall produce smoke, glare or other visual hazards, within three statute miles of any usable runway of a public airport, which would limit the use of the airport.

d. Sanitary landfills. Sanitary landfills will be considered as an incompatible use if located within areas established for the airport through the application of the following criteria:

1. Landfills located within 10,000 feet of any runway used or planned to be used by turbine aircraft.
2. Landfills located within 5,000 feet of any runway used only by nonturbine aircraft.
3. Landfills outside the above perimeters but within conical surfaces described by FAR Part 77 and applied to an airport will be reviewed on a case-by-case basis.
4. Any landfill located and constructed in a manner that attracts or sustains hazardous bird movements from feeding, water, or roosting areas into, or across, the runways or approach and departure patterns of aircraft. The landfill operator must incorporate bird management techniques or other practices to minimize bird hazards to airborne aircraft.

e. Obstruction lighting. Notwithstanding the preceding provisions of this section, the owner of any structure over 150 feet above ground level shall install lighting on such structure in accordance with Federal Aviation Administration Advisory Circular 70/7460-1 and amendments thereto. Additionally, the high-intensity white obstruction lights shall be installed on a high structure which exceeds 749 feet above mean sea level. The high-intensity white obstruction lights must be in accordance with Federal Aviation Administration Advisory Circular 70/7460-1 and amendments thereto.

f. Hazard marking and lighting. Any permit or variance granted shall require the owner to mark and light the structure in accordance with Federal Aviation Administration (FAA) Advisory Circular 70/7460-1 or subsequent revisions. The permit may be conditioned to permit the county or the city at its own expense, to install, operate and maintain such markers and lights as may be necessary to indicate to pilots the presence of an airspace hazard if special conditions so warrant.

g. Nonconforming uses. The regulations prescribed by this subsection shall not be construed to require the removal, lowering or other changes or alteration of any existing structure not conforming to the regulations as of the effective date of this chapter. Nothing herein contained shall require any change in the construction or alteration of which was begun prior to the effective date of this chapter and is diligently prosecuted and completed within two years thereof.

Before any nonconforming structure may be replaced, substantially altered, repaired or rebuilt, a permit must be secured from the building official. No permit shall be granted that would allow the establishment or creation of an airport hazard or permit a nonconforming structure to become a greater hazard to air navigation than it was as of the effective date of this chapter. Whenever the building official determines that a nonconforming use or nonconforming structure has been abandoned or that the cost of repair, reconstruction, or restoration exceeds the value of the structure, no permit shall be granted that would allow said structure to be repaired, reconstructed, or restored except by a conforming structure.

(b) Airport obstruction notification zone.

(1) Purpose. The purpose of the airport obstruction notification zone is to regulate obstructions to air navigation that affect the safe and efficient use of navigable airspace or the operation of planned or existing air navigation and communication facilities.

(2) Location and map of zone. An airport obstruction notification zone is established around Pensacola International Airport (PNS) and consists of an imaginary surface extending from any point of PNS runway at a slope 100 to 1 for a horizontal distance of 20,000 feet and a height of 200 feet above ground level. The airport obstruction notification zone map may be reviewed annually by the airport staff and updated/amended by the airport executive director as needed to ensure currency.

(3) Development compliance. No object, structure, or alteration to a structure will be allowed within an airport obstruction notification zone at a slope exceeding 100 to 1 for a horizontal distance of 20,000 feet from the nearest PNS runway or 200 feet above ground level without an approved permit issued by the building inspections department.

(Code 1986, § 12-11-2; Ord. No. 13-17, § 2, 6-8-2017)

Sec. 12-12-3. Structure permit.

(a) Permitting.

(1) The building inspection division will make the initial determination with respect to whether proposed development exceeds the height and surface within the airport obstruction notification zone as an element of the zoning, development order and building permit application process. If the building inspection division determines the proposed development, including associated use of temporary construction equipment, exceeds an airport obstruction notification zone surface or height threshold, then the applicant is required to obtain a structure permit from the building inspection division prior to the issuance of any further development orders or permits. This provision applies to all development or improvements to land, including new development, redevelopment, building or use modifications, etc.

(2) The permitting procedures for a structure permit are outlined as follows. If a structure permit application is deemed necessary by the building inspection division as determined through the use of the airport obstruction notification zone map, the following procedures will apply:

a. City staff will give a written notice to the applicant that a structures permit is required and that no further permits can be issued until a structures permit is obtained.

b. The applicant must then submit a completed structures permit application to the building inspection division. The building inspection division will complete a sufficiency review and then route the application to Pensacola International Airport. The airport will review the application and provide comments within a timely manner.

c. Upon receipt of a complete permit application, the building inspection division shall provide a copy of the application to the Florida Department of Transportation's (FDOT) aviation office by certified mail, return receipt requested, or by a delivery service that provides a receipt evidencing delivery. To evaluate technical consistency with this subsection, the department shall have a 15-day review period following receipt of the application, which must run concurrently with the local government permitting process. Cranes, construction equipment, and other temporary structures in use or in

place for a period not to exceed 18 consecutive months are exempt from the FDOT's review, unless such review is requested by the department. Temporary structures are still to be reviewed by the PSD.

(3) In determining whether to issue or deny a permit, the building inspection division will consider the following, as applicable:

a. The safety of persons on the ground and in the air.

b. The safe and efficient use of navigable airspace.

c. The nature of the terrain and height of existing structures.

d. The effect of the construction or alteration on the state licensing standards for a public-use airport contained in F.S. ch. 330 and rules adopted thereunder.

e. The character of existing and planned flight operations and developments at public-use airports.

f. Federal airways, visual flight rules, flyways and corridors, and instrument approaches as designated by the Federal Aviation Administration.

g. The effect of the construction or alteration of the proposed structure on the minimum descent altitude or the decision height at the affected airport.

h. The cumulative effects on navigable airspace of all existing structures and all other known proposed structures in the area.

(4) Approval of a permit will not be based solely on the determination by the Federal Aviation Administration that the proposed structure is not an airport hazard.

(b) Appeals and variances. Appeals and variances from the provisions of this chapter shall be considered by the zoning board of adjustment in accordance with the procedures established in chapter 12-3. The Florida Department of Transportation (FDOT) shall be notified of all variance requests from the provisions of this chapter.

(Code 1986, § 12-11-3; Ord. No. 13-17, § 2, 6-8-2017)

Sec. 12-12-4. Sound level reduction.

It is hereby declared that the purpose of this section is to provide for the health, safety and welfare of the general public located in proximity to the Pensacola International Airport by establishing standards for construction materials for sound level reduction with respect to exterior noise resulting from the legal and normal operations at the Pensacola International Airport. This section establishes noise zones in the vicinity of Pensacola International Airport; establishes permitted land uses and construction materials in these noise zones; and establishes notification procedures to prospective purchasers of real estate within the noise zones.

(c) Noise zones.

(1) Establishment of noise zones. There are hereby created and established three land use noise zones: zone A, zone B, and zone C. Such zones are shown on the airport noise zone maps, dated April 2025, for the City of Pensacola and Escambia County which are adopted by reference and are on file and available for review at the city planning office. The noise zones are based on the Federal Aviation Administration (FAA) regulations.

(2) Definition of noise zone boundaries.

a. Zone A. A land use noise zone is hereby established and designated as zone A, being that area commencing at the outer boundary line indicated on the noise zone map as "B" and extending outward therefrom to the furthermost boundary line indicated on the noise zone map. The outer contour of noise zone A approximates a noise level of 65 DNL.

b. Zone B. A land use noise zone is hereby established and designated as zone B, being that area commencing at a boundary line indicated on the noise zone map as the outer boundary line of noise zone C and extending outward therefrom to a boundary line indicated on the noise zone map as "A." The outer contour of noise zone B approximates a noise level of 70 DNL.

c. Zone C. A land use noise zone is hereby established and designated as zone C, being that area commencing at the outermost boundary line of the airport and extending outward therefrom to a boundary line indicated on the noise zone map as "B." The outer boundary line of noise zone C approximates a noise level of 75 DNL.

(3) Definition of overflight areas. Overflight areas are those areas that lie directly below and 500 feet on either side of the extended centerline of runways 17/35 and 08/26 and extend 3,000 feet from the runway ends. No new residential construction will be allowed in these overflight areas.

(4) Noise zone boundaries. The boundaries of noise zones A, B, and C are depicted on the airport impact district map located in the city planning office. In determining the location of noise zone boundaries on the map accompanying and made a part of these regulations, the following rules shall apply:

1. Where boundaries are shown to follow streets or alleys, the centerline of such streets or alleys, as they exist at the time of adoption of these regulations, shall be the noise zone boundary;
2. Where boundaries are shown to enter or cross platted blocks, property lines of lots, as they exist at the time of adoption of these regulations, shall be the noise zone boundary;
3. Notwithstanding the above, where a noise zone boundary line is shown dividing a platted lot, the location of such boundary, unless the same is indicated by dimensions, shall be determined by use of the legal description appearing in this chapter. Where a noise zone boundary line divides a lot into equal sections, the higher noise zone requirements shall apply. If a lot is divided into unequal sections, the noise zone shall be the same as that in the largest section;
4. Where a noise zone boundary line is shown dividing an unsubdivided piece of property, less than ten acres in area, into equal sections, the higher zoning classification shall regulate. If this acreage is divided into unequal sections, the noise zone shall be the same as that in the largest section; or
5. Where boundaries are shown on unsubdivided property of ten or more acres the location shall be determined by scale shown on the map unless dimensions are given on the map.

(d) Land use activities permitted and restricted. Residential land uses shall be permitted in the several noise zones as provided in Table 12-12.1, and residential uses and other types of land uses shall be permitted as specified in chapter 12-3.

(e) Noise reduction standards, methods and construction list. The provisions of this subsection shall apply to new construction and moving of buildings into said noise zones A, B and C, as described herein.

(1) Noise Zone A. FAA recommends a sound reduction 25 decibels (dB) for residential construction within the 65—70 DNL noise contour. The standards specified in Appendix G for a reduction of 25 dB are recommended in Noise Zone A.

(2) Noise Zone B. FAA recommends a sound reduction of 30 decibels (dB) for residential construction within the 70—75 DNL noise contour. The standards specified in Appendix G for a reduction of 30 dB are required in Noise Zone B.

(3) Noise Zone C. No residential construction is permitted in Noise Zone C within the city.

Any existing residence may be added to, structurally altered or repaired without conforming to the referenced specifications provided the property owner signs a waiver acknowledging notification of said specifications.

TABLE 12-12- 1. PENSACOLA INTERNATIONAL AIRPORT NOISE IMPACT DISTRICT RESIDENTIAL LAND USE GUIDANCE CHART

Land Use Guidance Zones (LUG)	Noise Exposure Class	DNL Day-Night Average Sound Level	Pensacola Residential Development Guidelines	Suggested Noise Controls
A	Minimal Exposure	65 to 70	Normally Acceptable	Normally no Special Considerations, Suggest Noise Attenuation Materials
B	Moderate Exposure	70 to 75	Provisionally Acceptable	Site Specific Analysis, Aviation Easements, Sound Level Reduction Measures
C	Significant Exposure	75 and Higher	Unacceptable	No Additional Residential Development, Containment Within Airport Boundary or Compatible Nonresidential Land Use
NOTES: 1. This chart has been tailored to the specific conditions at Pensacola International Airport.				

Land Use Guidance Zones (LUG)	Noise Exposure Class	DNL Day-Night Average Sound Level	Pensacola Residential Development Guidelines	Suggested Noise Controls
2. See chapter 12-13 for definition of terms.				

(4) Filing of maps. Maps depicting noise impacted areas shall be available for public inspection and filed in the official records of the county.

(Code 1986, § 12-11-4; Ord. No. 13-17, § 2, 6-8-2017)

Sec. 12-12-5. Administration and enforcement.

It shall be the duty of the building official to administer and enforce the regulations prescribed in this chapter within the territorial limits over which the city has jurisdiction. Prior to the issuance or denial of a tall structure permit by the building official, the Federal Aviation Administration must review the proposed structure plans and issue a determination of hazard/no hazard. In the event that the building official finds any violation of the regulations contained herein, he or she shall give written notice to the person responsible for such violation. Such notice shall indicate the nature of the violation and the necessary action to correct or abate the violation. The building official shall, prior to granting approval of any alternate materials other than those listed in the noise reduction materials, methods and construction list, require a qualified acoustical consultant to certify, at the owner's expense, that the alternate materials and methods are either equal to or greater than the noise reduction capabilities of the materials and methods itemized in the approved noise reduction materials, methods and construction list.

(Code 1986, § 12-11-5; Ord. No. 13-17, § 2, 6-8-2017)

Sec. 12-12-6. Appeals.

An appeal from any interpretation or administrative decision of the building official may be made to the zoning board of adjustment as provided in chapter 12-3.

(a) A person, a political subdivision or its administrative agency, or a joint airport zoning board that contends a decision made by a political subdivision or its administrative agency is an improper application of airport zoning regulations may use the process established for an appeal.

(b) All appeals must be made within a reasonable time as provided by the rules of the zoning board of adjustment. The building official shall forthwith transmit to the board of adjustment all the papers constituting the record upon which the appeal was taken.

(c) An appeal shall stay all proceedings in the furtherance of the action appealed unless the building official certifies to the zoning board of adjustment, after the notice of appeal has been filed, that by reason of the facts stated in the certificate, a stay would cause imminent peril to life or property. In such case, proceedings shall not be stayed except by order of the zoning board of adjustment on notice to the building official and after due cause is shown.

(d) The zoning board of adjustment shall fix a reasonable time for hearings appeals, give public notice and due notice to the interested parties and render a decision within a reasonable time. The zoning board of adjustment shall notify in writing the airport director and Naval Air Station facilities management office of all meetings. During the hearing, any party may appear in person, by agent, or by attorney.

(e) The zoning board of adjustment may, in conformity with the provisions of this chapter, reverse or affirm, in whole, or in part, or modify, the order, requirement, decision or determination, as may be appropriate under the circumstances.

(Code 1986, § 12-11-6; Ord. No. 13-17, § 2, 6-8-2017)

Sec. 12-12-7. Future uses.

No change shall be made in the use of land, and no structure shall be altered or otherwise established in any zone hereby created except in accordance with this chapter.

(Code 1986, § 12-11-7; Ord. No. 13-17, § 2, 6-8-2017)

Sec. 12-12-8. Variances.

Any person desiring to erect or increase the height of any structures or use his or her property not in accordance with the regulations prescribed in this chapter, may apply to the zoning board of adjustment for a variance from such regulations. No application for variance to the requirements of this part may be considered by the zoning board of adjustment unless a copy of the application has been furnished to the building official and the airport manager.

A variance may be granted by the zoning board of adjustment where, owing to conditions peculiar to the property and not the result of the actions of the applicant, a literal enforcement of the regulations would result in unnecessary and undue hardship, and would prevent the substantial enjoyment of property rights as shared by nearby properties that do conform to this chapter.

(Code 1986, § 12-11-8; Ord. No. 13-17, § 2, 6-8-2017)

Sec. 12-12-9. Exemptions.

All single-family development proposals located in ATZ-1 and ATZ-2 zones in existing subdivisions are exempt from the provisions of this chapter, except for sections 12-10-2 and 12-10-3.

(Code 1986, § 12-11-9; Ord. No. 13-17, § 2, 6-8-2017)

Sec. 12-12-10. Required reevaluation.

Permitted use, regulations of land, and other development requirements set forth in this chapter shall be reviewed within one year of the date of completion of the update to the airport master plan. This review shall be undertaken to determine if any parts herein require amendment in order to be made consistent with the most current airport master plan. When such amendment is deemed necessary, it will be promulgated by official city council action, with due public notice.

(Code 1986, § 12-11-10; Ord. No. 13-17, § 2, 6-8-2017)

MINUTES OF THE PLANNING BOARD
July 14, 2026

MEMBERS PRESENT: Chairperson Ritz, Vice Chairperson Larson, Board Member Finn, Board Member Grundhoefer, Board Member Villegas, Board Member Yee

MEMBERS ABSENT: Board Member Powell

STAFF PRESENT: Planning & Zoning Manager Cannon, Assistant Planning & Zoning Manager Harding, Development Services Director Morris, Assistant City Attorney Goldsmith, Development Services Coordinator Statler, City Engineer Hinote

STAFF VIRTUAL: None

OTHERS PRESENT: Charles Kunze, Kevin Hagen

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from June 9, 2026

New Business:

- Final aesthetic review – 57 S 9th Avenue – Gateway Redevelopment District -1 (Aragon)
- Proposed Update to the Land Development Code
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz called the meeting to order at 2:01pm with a quorum present and explained the procedures of the Board meeting including requirements for audience participation.

Approval of Meeting Minutes – Vice Chairperson Larson made a motion to approve the June 9, 2026, minutes, seconded by Board Member Villegas, and it carried 6:0.

New Business –

Final Aesthetic Review – 57 S. 9th Avenue – Gateway Redevelopment District – 1 (Aragon)

Chairperson Ritz read the quasi-judicial introductory statement. Staff were sworn in, none of the board members had any outside communication pertaining to the item. Assistant Planning & Zoning Manager Harding introduced the item. Charles Kunze, on behalf of H&H Properties, is requesting final aesthetic approval for a new two-story office building in the Aragon neighborhood. The building is designed to meet the TYPE 1 TOWNHOUSE standards and will feature a brick exterior with a black metal balcony extending over the sidewalk. Exterior materials include a metal roof, PGT windows, and fiberglass doors.
At the rear of the property, the project includes a courtyard enclosed by 8-foot brick walls and bronze colored aluminum screening. Parking will be provided both on-site and through the adjacent Aragon parking area, as well as by on street spaces, consistent with the Aragon Design Code requirements. Property owner Kevin Hagen and Architect Charles Kunze were sworn in. Board members had no issues with the look of the building, after a brief discussion on the materials being used. Chairperson Ritz stated the office building is allowed use, a full packet was submitted that included site plan, building materials, landscaping, etc., all in line with the GRD submission requirements.

Vice Chairperson Larson made the motion to approve, seconded by Board Member Grundhoefer, and it carried 6:0

Proposed Update to the Land Development Code

Planning & Zoning Manager Cannon introduced Pat Tyeski to address the board about the Land Development Code update. The mayor is responsible for assigning tasks related to development in the city. One of the changes made, instead of the director of the department, must do this, it now says the mayor or designee, with minor exceptions. They added/updated graphics, tables, and charts where needed. Addressed changes in the Florida Statutes, clarified language, eliminated a lot of repetition. Shared the project schedule, at the point now where it's before the planning board and then will go before the council. You can still go on the website and read the input provided by the public such as affordable housing, historic preservation neighborhoods, and sustainability, infrastructure, and urban design. Included in the LDC is a development review table, depending on the application type, the table walks through all the steps up to the final stop. No changes were made regarding conditional uses, ROW vacations, and License to Use ROW will continue to require both Planning Board and Council review. Recommendations also included require lot grading plans for the single-family and duplex infill, require traffic impact analysis for certain applications. They created a table of uses to easily figure out what uses are supported in different zoning districts, renamed districts, allow mobile/manufactured homes wherever single family is allowed per state statute. Mentioned they had to consider senate bill 180 when doing this update. Added design standards and guidelines and historic preservation standards. Consolidated all accessory and principal use standards in Chapter 4, went over streets, parking/loading. Planting requirements for canopy and understory trees were consolidated into one place, updated replacement tree fee. Went over site & subdivision design, sign requirements in the code, moved certain sections out of the code. City council first reading will be August 13th, and the second reading will be September 24th. There was a discussion regarding manufactured homes being allowed in residential zoning districts. Board wanted it to be known that they are not against manufactured homes; they just have concerns about

where they may go. Further discussion was had about the usage of shall versus should in the CRA portion of the code, would not want to make the code burdensome. They spoke about encroachments of porches, balconies, bay windows, shade sails, etc., and easements pertaining to sidewalks. City Engineer Hinote clarified sidewalk requirements in the public right-of-way and on private property. They spoke about landscaping requirements and how it was updated to 100 % living materials. A discussion was held regarding water retention and making sure that builders and engineers have off-site facilities that have the capacity to accept additional water. Assistant City Attorney Goldsmith informed the board of a forthcoming meeting regarding the tree ordinance updates. Planning & Zoning Manager Cannon made the board aware that staff would provide them with a report after the final action is taken of any modifications to the code and what they would look like. The board plans on adding living versus non-living and landscaping coverage be further defined in their lists of recommended changes they have.

While one of our board members would like to see this update go through, he would like more clarification regarding major versus minor regarding encroachments in the right-of-way, they had clarified it and it was read to those in attendance. The board revisited manufactured homes. Staff shared the bill regarding manufactured homes on the screen and there was a discussion held pertaining to the bill. The board recommended a footnote be added to the residential dimensional standards table related to lot coverage for medium and high-density residential districts when talking about pervious, 50% must be living materials of the pervious area. The same footnote would be added the second table for commercial, including residential/nonresidential standard districts, redevelopment districts, historic preservation, and airport districts.

Board Member Grundhoefer made a motion to approve the LDC rewrite as written and to include a footnote for the pervious coverage in the lot coverage section and that the overhang requirement be extended from 2 feet to 3 feet, seconded by Vice Chairperson Larson and it carried 6:0.

Open Forum – none

Discussion – none

Adjournment – With no further business, the Board adjourned at 4:32 p.m.

Respectfully Submitted,

Gregg Harding, RPA
Assistant Planning & Zoning Manager
Secretary of the Board

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference: AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA, REPEALING AND REPLACING TITLE XII (LAND DEVELOPMENT CODE) OF THE CODE OF ORDINANCES; ADOPTING A NEW LAND DEVELOPMENT CODE ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN BY REFERENCE; PROVIDING LEGISLATIVE FINDINGS AND INTENT; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
  a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
  b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
  c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
  d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):
The City Council has determined that the City's Land Development Code should be comprehensively repealed and replaced to improve its organization, clarity, usability, and administration while continuing to protect the public health, safety, and welfare

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City: N/A

3. Estimate of direct compliance costs that businesses may reasonably incur: N/A

4. Any new charge or fee imposed by the proposed ordinance: N/A

5. Estimate of the City’s regulatory costs, including estimated revenues from any new charges or fees to cover such costs: N/A

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: N/A

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.):
The City has undertaken an extensive review of its land development regulations through public engagement, stakeholder meetings, technical analysis, and coordination among City staff, consultants, appointed boards, and elected officials.

The proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.

File #: 26-830 Agenda Conference 8/10/2026

PRESENTATION

SPONSOR: DC Reeves, Mayor

SUBJECT:

PUBLIC HEARING FOR THE ANNUAL ASSESSMENT RESOLUTION IMPOSING STORMWATER SERVICE ASSESSMENTS AND APPROVAL OF THE 2026 STORMWATER ASSESSMENT ROLL

RECOMMENDATION:

That City Council conduct a public hearing on August 13, 2026 to adopt the Annual Assessment Resolution imposing stormwater service assessments and approving the 2026 Stormwater Assessment Roll.

HEARING REQUIRED: Public Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of government.

The City of Pensacola established a stormwater assessment fee in 2001 to provide a dedicated funding source for stormwater management costs. Since its inception, the fee has generated over $59 million in revenue. To continue to receive stormwater assessment revenue, it is necessary that City Council conduct a public hearing on August 13, 2026, to adopt the annual assessment resolution imposing stormwater service assessments and to approve the 2026 Stormwater Service Assessment Roll.

For the City of Pensacola, an Equivalent Stormwater Unit or ESU represents 2,998 square feet of impervious surface. The current rate per ESU is $120.49. Staff is recommending no increase.

A summary of the current residential and commercial charges is provided below:

Current Rate Structure:

Residential:

Tier	Square Footage	Assigned ESUs	Current Rate	Proposed Rate
Small	100 -1100 sq ft	0.44	$53.02	$53.02
Small-Medium	1101 - 1600 sq ft	0.68	$81.93	$81.93
Medium	1601 - 2500 sq ft	1	$120.49	$120.49
Large	2501 - 5600 sq ft	1.53	$184.35	$184.35
Very Large	> 5600 sq ft	Measured		
Commercial		Measured		

Commercial:
A rate of $120.49 per 2,998 square feet of impervious area (including building footprint, paved parking area, etc.) minus appropriate mitigation credit, typically 32% provided for on-site stormwater retention.

PRIOR ACTION:

None

FUNDING:

Budget: $5,180,120

Actual: $5,180,120

FINANCIAL IMPACT:

The FY 2026 Stormwater Assessment Program will generate an estimated $5,180,120

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

7/16/2026

STAFF CONTACT:

D.C. Reeves, Mayor
David Stafford, City Administrator
Amy Lovoy, Finance Director
Amy Tootle, Public Works Director

ATTACHMENTS:

1. 2026 Stormwater - Resolution No. 2026-31

PRESENTATION: No

RESOLUTION NO. 2026-31

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES; REIMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST DEVELOPED PROPERTY LOCATED WITHIN THE STORMWATER SERVICE AREA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION; PROVIDING FOR EFFECT; PROVIDING FOR APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING FOR CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Council of Pensacola, Florida, has enacted Ordinance No. 52-00 (the "Ordinance"), which authorizes the imposition of Stormwater Service Assessments against real property specially benefited by the City's Stormwater Management Services;

WHEREAS, the reimposition of a Stormwater Service Assessment is an equitable and efficient method of allocating and apportioning the cost of the City's Stormwater Management Service among parcels of property that are specially benefited thereby;

WHEREAS, the City Council desires to reimpose a stormwater service assessment program using the tax bill collection method for the Fiscal Year beginning on October 1, 2026;

WHEREAS, in order to reimpose Stormwater Service Assessments for the Fiscal Year beginning October 1, 2026, the Ordinance requires the City Council to adopt an Annual Stormwater Service Assessment Resolution during its budget adoption process for each Fiscal Year, which establishes the rate of assessment and approves the updated Stormwater Assessment Roll for the upcoming Fiscal Year, with such amendments as the City Council deems appropriate, after hearing comments and objections of all interested parties;

WHEREAS, the updated Stormwater Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance;

WHEREAS, notice of a public hearing has been published and mailed as required by the terms of the Ordinance, which provides notice to all interested persons of an opportunity to be heard; an affidavit regarding the form of notice mailed being attached hereto as Appendix B and the proof of publication being attached hereto as Appendix A; and

WHEREAS, a public hearing has been duly held on August 13, 2026, and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

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

SECTION 1. RECITALS. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. AUTHORITY. This resolution is adopted pursuant to the provisions of the Ordinance, Resolution No. 18-10 (the "Amended and Restated Initial Assessment Resolution"), Resolution No. 36-10 (the "Amended and Restated Final Assessment Resolution"), Article VIII, Section 2(b) of the Florida Constitution, sections 166.021 and 166.041, Florida Statutes, the City Charter of the City of Pensacola, and other applicable provisions of law.

SECTION 3. PURPOSE AND DEFINITIONS.

(A) This resolution is the Annual Stormwater Assessment Resolution for the imposition of Stormwater Service Assessments.

(B) All capitalized terms in this resolution shall have the meanings defined in the Ordinance, the Amended and Restated Initial Stormwater Service Assessment Resolution, and the Amended and Restated Final Stormwater Service Assessment Resolution.

(C) Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this resolution. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

SECTION 4. APPROVAL OF STORMWATER ASSESSMENT ROLL.

(A) The updated Stormwater Assessment Roll, which is currently on file in the office of the City Clerk and incorporated herein by reference, is hereby approved.

(B) Additionally, the approved Stormwater Assessment Roll includes all parcels of Assessed Property with exempt “home addresses” pursuant to Section 119.071(4), Florida Statutes.

SECTION 5. REIMPOSITION OF STORMWATER SERVICE ASSESSMENTS.

(A) It is hereby ascertained, determined, and declared that each parcel of Assessed Property within the Stormwater Service Area will be specially benefited by the City's Stormwater Management Services in an amount not less than the Stormwater Service Assessment for such Tax Parcel, computed in the manner set forth in the Amended and Restated Initial Assessment Resolution and set forth in the updated Stormwater Assessment Roll.

(B) Adoption of this Annual Stormwater Service Assessment Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Ordinance, the Amended and Restated Initial Assessment Resolution and the Amended and Restated Final Assessment Resolution from the Stormwater Management Services to be provided and a legislative determination that the Stormwater Service Assessments are fairly and reasonably apportioned among

the properties that receive the special benefit as set forth in the Amended and Restated Initial Assessment Resolution.

(C) The method for computing and apportioning the Stormwater Service Assessments described in the Amended and Restated Initial Assessment Resolution is hereby approved.

(D) In accordance with section 163.3162(3), Florida Statutes, the City is prohibited from charging a Stormwater Service Assessment on certain agricultural property, if such farm operation has a National Pollution Discharge Elimination System Permit, an environmental resource permit, a works-of-the-district permit, or if it has implemented best management practices adopted as rules by the Florida Department of Environmental Protection, the Department of Agricultural and Consumer Services, or an appropriate water management district. Accordingly, any Owner of such agricultural property demonstrating that they meet the outlined requirements shall be exempted from the Stormwater Service Assessment.

(E) For the Fiscal Year beginning October 1, 2026 estimated Stormwater Service Cost of $5,180,136.00 shall be allocated among all parcels of Assessed Property, based upon each parcel's assignment of Net ESUs. An annual rate of assessment equal to $120.49 per Net ESU is hereby imposed for each Tax Parcel of Developed Property. Stormwater Service Assessments for Stormwater Management Services in the amounts set forth in the updated Stormwater Assessment Roll, as herein approved, are hereby levied and imposed on all Tax Parcels of Assessed Property included in the Stormwater Assessment Roll for the Fiscal Year beginning October 1, 2026.

(F) For future fiscal years, the maximum rate of assessment that can be imposed without additional notice to the Owners of Tax Parcels of Developed Property is hereby established as $136.01 per Net ESU.

(G) The Stormwater Service Assessments shall constitute a lien upon the Tax Parcels so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien for the Stormwater Service Assessments shall be deemed perfected upon adoption by the City Council of this Annual Rate Resolution and shall attach to the property included on the Stormwater Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

(H) As authorized in the Ordinance, interim Stormwater Service Assessments are also levied and imposed against all property for which a Certificate of Occupancy is issued after adoption of this Annual Stormwater Service Assessment Resolution based upon the rates of assessment approved herein.

SECTION 6. COLLECTION OF STORMWATER SERVICE ASSESSMENTS.

(A) The Stormwater Service Assessments shall be collected from all Assessed Property, except Government Property, pursuant to the Uniform Assessment Collection Act. The Stormwater Utility Director is hereby authorized and directed to certify and deliver or cause the certification and delivery of the Stormwater Service Assessment Roll to the Tax Collector by September 15, in the manner prescribed by section 197.3632, Florida Statutes. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

(B) The Stormwater Service Assessments shall be collected from all Government Property in accordance with Section 4.04 of the Ordinance. The Council hereby directs the Stormwater Utility Director to mail said bills no later than November 1, 2026.

SECTION 7. EFFECT OF ADOPTION OF RESOLUTION. The adoption of this Annual Stormwater Assessment Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the apportionment methodology, the rate of assessment, the adoption of the Stormwater Assessment Roll and the levy and lien of the Stormwater Service Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Annual Stormwater Assessment Resolution.

SECTION 8. APPLICATION OF ASSESSMENT PROCEEDS. The revenue derived from the Stormwater Service Assessments will be utilized for the provision of Stormwater Management Services within the Stormwater Service Area, as reflected by the Stormwater Service Cost. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund Stormwater Management Services within the Stormwater Service Area.

SECTION 9. CONFLICT. All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

SECTION 10. SEVERABILITY. If any phrase, clause, sentence, paragraph, or section of this Resolution shall be declared unconstitutional or unenforceable by a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

SECTION 11. EFFECTIVE DATE. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

DULY ADOPTED this 13th day of August, 2026.

CITY OF PENSACOLA, FLORIDA

Allison Patton
President of the City Council

ATTEST:

Ericka L. Burnett
City Clerk

APPENDIX A

PROOF OF PUBLICATION

APPENDIX B

AFFIDAVIT OF MAILING

APPENDIX C

FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL

File #: 26-831 Agenda Conference 8/10/2026

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

RESOLUTION NO. 2026-31 - IMPOSING STORMWATER SERVICE ASSESSMENTS AND APPROVAL OF 2026 STORMWATER ASSESSMENT ROLL

RECOMMENDATION:

That City Council adopt Resolution No. 2026-31.

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES; REIMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST DEVELOPED PROPERTY LOCATED WITHIN THE STORMWATER SERVICE AREA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION; PROVIDING FOR EFFECT; PROVIDING FOR APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING FOR CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.

HEARING REQUIRED: Public Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of government.

The City of Pensacola established a stormwater assessment fee in 2001 to provide a dedicated funding source for stormwater management costs. Since its inception, the fee has generated over $59 million in revenue. To continue to receive stormwater assessment revenue, it is necessary that City Council conduct a public hearing on August 13, 2026, to adopt the annual assessment resolution imposing stormwater service assessments and to approve the 2026 Stormwater Service Assessment Roll.

For the City of Pensacola, an Equivalent Stormwater Unit of ESU represents 2,998 square feet of impervious surface. The current assessment rate per ESU is $120.49. This year staff is recommending no increase.

A summary of the current residential and commercial charges is provided below:

Current Rate Structure:

Residential:

Tier	Square Footage	Assigned ESUs	Current Rate	Proposed Rate	Maximum Rate
Small	100 -1100 sq ft	0.44	$53.02	$53.02	$59.84
Small-Medium	1101 - 1600 sq ft	0.68	$81.93	$81.93	$92.49
Medium	1601 - 2500 sq ft	1	$120.49	$120.49	$136.01
Large	2501 - 5600 sq ft	1.53	$184.35	$184.35	$208.10
Very Large	> 5600 sq ft	Measured			
Commercial		Measured			

Commercial:
A rate of $120.49 per 2,998 square feet of impervious area (including building footprint, paved parking area, etc.) minus appropriate mitigation credit, typically 32% provided for on-site stormwater retention. Maximum rate in future years would be $136.01 per ESU.

PRIOR ACTION:

May 27, 2021 - City Council passed Resolution No. 2021-31 indicating the Council's intent to increase the City's stormwater assessment rate for FY 2021-22 to $76.12 per Equivalent Stormwater Unit (ESU).

August 12, 2021 - City Council Resolution 2021-55 increasing the base ESU rate to $76.12.

August 18, 2022 - City Council Resolution 2022-70 increasing the base ESU rate to $80.00.

June 13, 2024 - City Council Resolution 2024-45 increasing the maximum base ESU rate to $120.49 with maximum increase of $136.01 in future years.

FUNDING:

Budget: $5,180,200

Actual: $5,180,200

FINANCIAL IMPACT:

The FY 2026 Stormwater Assessment Program will generate an estimated $5,180,120.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

7/16/2026

STAFF CONTACT:

D.C. Reeves, Mayor
David Stafford, City Administrator
Amy Lovoy, Finance Director
Amy Tootle, Public Works Director

ATTACHMENTS:

1. 2026 Stormwater - Resolution No. 2026-31

PRESENTATION: No

RESOLUTION NO. 2026-31

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES; REIMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST DEVELOPED PROPERTY LOCATED WITHIN THE STORMWATER SERVICE AREA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION; PROVIDING FOR EFFECT; PROVIDING FOR APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING FOR CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the City Council of Pensacola, Florida, has enacted Ordinance No. 52-00 (the "Ordinance"), which authorizes the imposition of Stormwater Service Assessments against real property specially benefited by the City's Stormwater Management Services;

WHEREAS, the reimposition of a Stormwater Service Assessment is an equitable and efficient method of allocating and apportioning the cost of the City's Stormwater Management Service among parcels of property that are specially benefited thereby;

WHEREAS, the City Council desires to reimpose a stormwater service assessment program using the tax bill collection method for the Fiscal Year beginning on October 1, 2026;

WHEREAS, in order to reimpose Stormwater Service Assessments for the Fiscal Year beginning October 1, 2026, the Ordinance requires the City Council to adopt an Annual Stormwater Service Assessment Resolution during its budget adoption process for each Fiscal Year, which establishes the rate of assessment and approves the updated Stormwater Assessment Roll for the upcoming Fiscal Year, with such amendments as the City Council deems appropriate, after hearing comments and objections of all interested parties;

WHEREAS, the updated Stormwater Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance;

WHEREAS, notice of a public hearing has been published and mailed as required by the terms of the Ordinance, which provides notice to all interested persons of an opportunity to be heard; an affidavit regarding the form of notice mailed being attached hereto as Appendix B and the proof of publication being attached hereto as Appendix A; and

WHEREAS, a public hearing has been duly held on August 13, 2026, and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

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

SECTION 1. RECITALS. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. AUTHORITY. This resolution is adopted pursuant to the provisions of the Ordinance, Resolution No. 18-10 (the "Amended and Restated Initial Assessment Resolution"), Resolution No. 36-10 (the "Amended and Restated Final Assessment Resolution"), Article VIII, Section 2(b) of the Florida Constitution, sections 166.021 and 166.041, Florida Statutes, the City Charter of the City of Pensacola, and other applicable provisions of law.

SECTION 3. PURPOSE AND DEFINITIONS.

(A) This resolution is the Annual Stormwater Assessment Resolution for the imposition of Stormwater Service Assessments.

(B) All capitalized terms in this resolution shall have the meanings defined in the Ordinance, the Amended and Restated Initial Stormwater Service Assessment Resolution, and the Amended and Restated Final Stormwater Service Assessment Resolution.

(C) Unless the context indicates otherwise, words imparting the singular number, include the plural number, and vice versa; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this resolution. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

SECTION 4. APPROVAL OF STORMWATER ASSESSMENT ROLL.

(A) The updated Stormwater Assessment Roll, which is currently on file in the office of the City Clerk and incorporated herein by reference, is hereby approved.

(B) Additionally, the approved Stormwater Assessment Roll includes all parcels of Assessed Property with exempt “home addresses” pursuant to Section 119.071(4), Florida Statutes.

SECTION 5. REIMPOSITION OF STORMWATER SERVICE ASSESSMENTS.

(A) It is hereby ascertained, determined, and declared that each parcel of Assessed Property within the Stormwater Service Area will be specially benefited by the City's Stormwater Management Services in an amount not less than the Stormwater Service Assessment for such Tax Parcel, computed in the manner set forth in the Amended and Restated Initial Assessment Resolution and set forth in the updated Stormwater Assessment Roll.

(B) Adoption of this Annual Stormwater Service Assessment Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Ordinance, the Amended and Restated Initial Assessment Resolution and the Amended and Restated Final Assessment Resolution from the Stormwater Management Services to be provided and a legislative determination that the Stormwater Service Assessments are fairly and reasonably apportioned among

the properties that receive the special benefit as set forth in the Amended and Restated Initial Assessment Resolution.

(C) The method for computing and apportioning the Stormwater Service Assessments described in the Amended and Restated Initial Assessment Resolution is hereby approved.

(D) In accordance with section 163.3162(3), Florida Statutes, the City is prohibited from charging a Stormwater Service Assessment on certain agricultural property, if such farm operation has a National Pollution Discharge Elimination System Permit, an environmental resource permit, a works-of-the-district permit, or if it has implemented best management practices adopted as rules by the Florida Department of Environmental Protection, the Department of Agricultural and Consumer Services, or an appropriate water management district. Accordingly, any Owner of such agricultural property demonstrating that they meet the outlined requirements shall be exempted from the Stormwater Service Assessment.

(E) For the Fiscal Year beginning October 1, 2026 estimated Stormwater Service Cost of $5,180,136.00 shall be allocated among all parcels of Assessed Property, based upon each parcel's assignment of Net ESUs. An annual rate of assessment equal to $120.49 per Net ESU is hereby imposed for each Tax Parcel of Developed Property. Stormwater Service Assessments for Stormwater Management Services in the amounts set forth in the updated Stormwater Assessment Roll, as herein approved, are hereby levied and imposed on all Tax Parcels of Assessed Property included in the Stormwater Assessment Roll for the Fiscal Year beginning October 1, 2026.

(F) For future fiscal years, the maximum rate of assessment that can be imposed without additional notice to the Owners of Tax Parcels of Developed Property is hereby established as $136.01 per Net ESU.

(G) The Stormwater Service Assessments shall constitute a lien upon the Tax Parcels so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien for the Stormwater Service Assessments shall be deemed perfected upon adoption by the City Council of this Annual Rate Resolution and shall attach to the property included on the Stormwater Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

(H) As authorized in the Ordinance, interim Stormwater Service Assessments are also levied and imposed against all property for which a Certificate of Occupancy is issued after adoption of this Annual Stormwater Service Assessment Resolution based upon the rates of assessment approved herein.

SECTION 6. COLLECTION OF STORMWATER SERVICE ASSESSMENTS.

(A) The Stormwater Service Assessments shall be collected from all Assessed Property, except Government Property, pursuant to the Uniform Assessment Collection Act. The Stormwater Utility Director is hereby authorized and directed to certify and deliver or cause the certification and delivery of the Stormwater Service Assessment Roll to the Tax Collector by September 15, in the manner prescribed by section 197.3632, Florida Statutes. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

(B) The Stormwater Service Assessments shall be collected from all Government Property in accordance with Section 4.04 of the Ordinance. The Council hereby directs the Stormwater Utility Director to mail said bills no later than November 1, 2026.

SECTION 7. EFFECT OF ADOPTION OF RESOLUTION. The adoption of this Annual Stormwater Assessment Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the apportionment methodology, the rate of assessment, the adoption of the Stormwater Assessment Roll and the levy and lien of the Stormwater Service Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Annual Stormwater Assessment Resolution.

SECTION 8. APPLICATION OF ASSESSMENT PROCEEDS. The revenue derived from the Stormwater Service Assessments will be utilized for the provision of Stormwater Management Services within the Stormwater Service Area, as reflected by the Stormwater Service Cost. In the event there is any fund balance remaining at the end of the Fiscal Year, such balance shall be carried forward and used only to fund Stormwater Management Services within the Stormwater Service Area.

SECTION 9. CONFLICT. All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

SECTION 10. SEVERABILITY. If any phrase, clause, sentence, paragraph, or section of this Resolution shall be declared unconstitutional or unenforceable by a court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Resolution.

SECTION 11. EFFECTIVE DATE. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

DULY ADOPTED this 13th day of August, 2026.

CITY OF PENSACOLA, FLORIDA

Allison Patton
President of the City Council

ATTEST:

Ericka L. Burnett
City Clerk

APPENDIX A

PROOF OF PUBLICATION

APPENDIX B

AFFIDAVIT OF MAILING

APPENDIX C

FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL

File #: 26-822 Agenda Conference 8/10/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

AWARD OF SOURCEWELL CONTRACT #052725-RMT - VETERANS MEMORIAL PARK PERMANENT RESTROOM

RECOMMENDATION:

That City Council award a contract for a permanent restroom facility at Veterans Memorial Park to Romtec, Inc., of 18240 North Bank Road, Roseburg, OR 97470, from Sourcewell Contract #052725-RMT, in the amount of $204,455 with an additional 5% contingency of $10,222.75 to address any unforeseen costs or conditions that may arise during the procurement process. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this contract and complete the work, consistent with the contracting documents and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance the City of Pensacola Strategic Plan Goal #6: Public Spaces that Connect Communities.

This item seeks City Council approval to award the Sourcewell contract #052725-RMT to procure a two-unit ADA-accessible permanent restroom facility to be installed at the park space located at 210 S. 10th Avenue.

The City of Pensacola received a $750,000 legislative appropriation in 2023 to support the construction of a permanent single-story facility at Veterans Memorial Park to include public restrooms, educational space, and storage areas. A portion of the funding was utilized to advance project development in preparation for a design-build procurement process. The design-build solicitation was issued with a project budget not to exceed $584,476.42. The Request for Proposals (RFP) process resulted in the receipt of one proposal totaling $886,686, which exceeded the available project budget and was subsequently rejected.

Following the unsuccessful design-build procurement, the City evaluated alternative approaches to provide a permanent restroom facility within the available project funding. In

addition, the City requested and received an extension from the Florida Department of Commerce. The extension provides additional time to complete the project, with the facility to be located at or in the vicinity of Veterans Memorial Park and to be completed by June 30, 2027, in accordance with grant requirements.

The evaluation of alternative approaches resulted in the proposed purchase of a two-unit facility for $214,677.75, including a 5% contingency to address any unforeseen costs during the procurement process. Installation and ancillary scope cost estimates have been obtained and reviewed by city staff, and the proposed approach is anticipated to keep the overall project within the available budget. To maintain the project schedule and allow sufficient time for procurement, delivery, and installation to meet the June 30, 2027, deadline, this item seeks approval to move forward with procurement of the restroom facility at this time.

The remaining $369,798.67 in available project funding is anticipated to support installation and ancillary project costs, including final geotechnical report production and utility permitting and connections. These costs are not included in the action requested in this item and will be brought back to City Council for consideration and approval at a future meeting.

PRIOR ACTION:

November 9, 2023 – City Council approved Grant Agreement HL251 in the amount of $750,000 for construction services for the restroom and educational center at Veterans Memorial Park.

November 9, 2023 – City Council adopted Supplemental Budget Resolution No:2023-83.

FUNDING:

Budget:	$584,476.42	Available Funds from HL251 State Appropriation
Actual:	$204,455.00	Base Bid
	$10,222.75	5% contingency
	$214,677.75	TOTAL

FINANCIAL IMPACT:

Funding for this project is provided through the 2023 legislative appropriation awarded as grant HL251, administered by the Florida Department of Commerce.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Adrianne Walker, Strategic Initiatives Project Officer

ATTACHMENTS:

1. City of Pensacola - Veterans Memorial Park Restroom Proposal

PRESENTATION: No

Preliminary Scope of Supply and Services

Building Supply Only

Project: Veteran's Memorial Park Restroom
Location: Pensacola, Florida
Customer: City of Pensacola
Date: July 22, 2026

Contents

1. Process – Start to Finish
2. Key Notes
3. Romtec Scope of Materials Supply
4. Delivery, Storage, and Handling
5. Warranty and Limitations
6. Scope of Supply and Services by Others

Section 1 below is an outline of the scope of products and services that will be included as part of the Romtec building package. Section 2 below is an outline of the scope of work for the installer to complete installation.

Section 1 – Romtec Scope

1. Process – Start to Finish

Below is an outline of Romtec's process for designing, producing, and delivering the building kit(s). This process may require the customer to release Romtec to begin production prior to receipt of final building permit(s).

A. Romtec Provides a Quote/Proposal

1. Customer will have 30 days to place a purchase order after receipt of the Romtec quote.
2. If the customer has not placed a purchase order within the time above, Romtec reserves the right to update pricing.
3. Romtec's Quote/Proposal will include Credit Application and Project Information forms.
4. Depending on the nature and complexity of the project, Romtec's Quote/Proposal may also include a proposed payment schedule. Otherwise, a proposed schedule will be provided in the next step.

B. Customer Provides Signed Purchase Order, Completed Credit Application, and Completed Project Information form

1. Romtec and the customer will finalize the agreed payment schedule.

C. Romtec provides the full Scope of Supply and Design Submittal package (SSDS)

1. Romtec provides the SSDS in Romtec's standard electronic submittal format.
2. The SSDS will include the building plan view and elevation drawings, product data sheets, and further details of the Romtec building. The SSDS supersedes this preliminary scope letter.

D. Customer reviews and comments on the SSDS

1. At this time, the SSDS should also be provided for review and comment by any other relevant entities, such as an end owner, installer, electrician, utility company, etc.
2. The SSDS typically does not contain final sealed plans and is NOT intended for review by the local building department (or other permitting authority) at this time.
3. Customer will have 45 days from purchase order date to approve the SSDS.

E. Customer Approves the SSDS and releases Romtec to begin production

1. The customer approves the SSDS and releases Romtec to begin production by signing the submittal approval and Notice to Proceed on Production (NTP) forms included in the SSDS. Romtec cannot begin production without a signed NTP form.
2. The customer's approval of the SSDS is approval of the general building layout and relevant products/ materials. Romtec will provide sealed plans only AFTER the SSDS is approved.
3. Customer will have a maximum of ninety (90) days from the purchase order date to provide NTP. If the 90-day approval deadline is missed, Romtec reserves the right to update pricing at any time.

F. Romtec provides the Full Sealed Plan Set

1. After the customer has approved the SSDS, Romtec will provide the customer with the Full Sealed Plan Set in Romtec's standard electronic format (and no other, see Section 6.E.5 below). The full plans are for review by the local building department (or relevant permitting authority).
2. The Full Sealed Plan Set will include all relevant calculations, and all architectural, mechanical, structural, electrical, and plumbing plan sheets stamped by an architect or engineer licensed in the state where the project is located.
3. Romtec's standard plan size is 11"x17".

G. The local building department reviews and comments on the Romtec plans

1. Romtec will revise and resubmit the Full Sealed Plan Set per comments from the local building department (or relevant permitting authority).
2. Romtec includes one revision of the Full Sealed Plan Set in response to building department comments. Any comments that result in revisions of the sealed plans may result in a price increase, especially if they affect items that are already in production.

H. The local building department approves the revised Romtec plans

1. Romtec will provide up to two (2) sets of the final, approved, for-construction plans.
2. Romtec will complete production/manufacturing of the building package per the final approved plans.

I. Romtec delivers the completed building package

1. Romtec will package and palletize the completed building package, and then coordinate with the customer to deliver the package to the jobsite for construction by the installer.
2. Romtec's warranty period begins.

2. Key Notes

A. Romtec is proposing to design and supply the structure defined herein. Any changes or additions, including color selections, may result in a price change.

B. The following are important clarifications regarding the proposal.

1. **Flood Protection**
   The building design is based on providing a 7' watertight flood barrier for each door.

3. Romtec Scope of Materials Supply

A. Structure

1. Exterior walls: Concrete Masonry Units (aka CMU or "concrete blocks"), smooth-face, mortar joint.
   a. Block color: ***gray***.
   b. Exterior walls: rigid insulation finished with stucco siding above El Dorado Tundra Brick Veneer, ***Latigo***.
2. Interior Wall Options
   a. Cove base: Sanitary tile in ***white*** (restroom walls only).
3. Doors, frames, and hardware
   a. Doors and frames: Steel, powder coated ***black***.
   b. Hinges: Stainless steel, ball bearing.
   c. Door Closer(s): Grade 1 heavy duty.
   d. Kick Plate(s): stainless steel.
   e. Threshold(s): Aluminum alloy.
   f. Door Sweep(s) : Aluminum alloy with EPDM rubber in polypropylene thermoplastic matrix.
   g. Door Locks: Grade 2 lever lock with latch guard.
   h. 7' Flood barrier over doors, watertight.
4. Roof System
   a. Wood truss roof package
      i. Batt insulation.
      ii. 1"x4" Cedar Trim
      iii. Simpson anchors/ties
      iv. Roof Sheathing
      v. Lumber for truss blocking, top-of-wall blocking, eave/vent blocking
      vi. Vents
      vii. Ice and water shield
      viii. Interior trim boards
      ix. Installer supplied gypsum board ceiling finish
   b. Roof Extension: timber truss and posts
      i. All exposed steel truss plates/brackets are powder coated ***black***.
   c. Roofing Finish: Metal Panels
      i. Hurricane rated 5V Crimp roofing.
      ii. Color: ***Bone White***

B. Plumbing Fixtures and Accessories

1. Toilet(s): China porcelain, floor mount, manual lever flush valve(s).
2. Sink(s): China porcelain, wall mount, single-use pushbutton faucet(s).
3. Grab Bars: Stainless steel, wall mount.
4. Toilet Paper Dispenser(s): Stainless steel, wall mount, 3-roll capacity.
5. Soap Dispenser(s): Stainless steel, wall mount, automatic.
6. Drinking Fountain: Stainless steel, wall mount, non-refrigerated, bi-level, bottle filler, stainless steel guard rails.
7. Diaper deck(s): HDPE, gray, surface mounted.

C. Electrical Fixtures

1. Exterior light fixtures
   a. LED downlight, wall cylinder.
   b. Controlled by photocell.
2. Interior light fixtures
   a. LED, 48", ceiling mount, vapor tight.
   b. Restroom lights controlled by motion sensor.
   c. Mechanical room lights controlled by installer supplied switch.

3. Slim duct mini split.
4. Mechanical Exhaust: Inline fan(s), ducting, register(s), heated intake air (ERV).
5. Hand Dryer(s):
    a. Wall mount, 15-second dry time, ***white***.
6. Breaker Panel: 200 amp, single-phase, rain tight.
    a. Sized for Romtec supplied equipment only.

4. Delivery, Storage, and Handling

A. Delivery Vehicle Size

1. Romtec's delivery vehicles are vans or trucks with 53' trailers, or the largest trailer up to 53' that is legally allowed to access the job site. Overall dimensions of the delivery vehicles are:
    a. 70' overall length
    b. 102" wide
    c. 168" high

B. Number of Deliveries

1. Romtec bases its freight quote on the optimal minimum number of deliveries. If the customer elects to increase the number of deliveries, it may result in additional freight charges.
2. Regardless of the number of deliveries, the customer is responsible for all offloading and related costs.

C. Delivery inspection

1. Romtec allows for five (5) business days for the customer to inspect and accept the delivered building package.
2. Any items not specifically rejected after five days are considered accepted.

5. Warranty and Limitations

A. Warranty

1. Please review the Romtec warranty by clicking the link below: https://romtec.com/wp-content/uploads/2022/03/4.01-Romtec-Warranty-2-28-22.pdf

B. Disclaimers

1. Stone and mineral products such as tile, stone veneer, and concrete will all show surface cracks over time. Romtec cannot guarantee that stone products in the building will not eventually show surface cracks. Repair of cracks in stone products is a maintenance issue, not a warranty issue.
2. Romtec passes along the manufacturer's warranty for metal roofing. Most metal roofing manufacturers intend for their roofing to be installed immediately upon delivery from the factory; otherwise, most have special storage requirements to validate their warranty. All project circumstances are different, and because Romtec cannot guarantee that metal roofing is installed within the timeframe allowed from the manufacturer or that the metal roofing will be stored at the jobsite according to the manufacturer's requirements, Romtec does not include metal roofing in the overall Romtec building warranty.
3. Smooth face CMU block can have a significant variation in color and texture and should never be used as an architectural finish. Smooth face CMU block should always be either painted or have siding covering it. Romtec does not guarantee uniform color or texture of block, nor claim that any aspect of block color or texture will remain stable over time.
4. Most HVAC equipment manufacturers (heat pumps, air conditioners, heaters, etc.) require installation by a factory certified technician to engage their warranty. The installer must demonstrate installation was completed per manufacturer requirements to make a valid warranty claim for HVAC equipment.

Section 2 – Installer Scope (by others)

6. Scope of Supply and Services by Others

A. Overview

The following section includes an overview of items to be provided by others that are required to complete the installation of the Romtec building package.

1. Items in this section are typically provided by the ***installer***, or, for projects where the ***installer*** is separate subcontractor of the general contractor and/or owner, some items are typically provided the ***contractor***.
2. The items below are separated into ***installer*** items and ***contractor*** items. If the ***installer*** and ***contractor*** are the same entity, then that entity is responsible for all items in this section.

B. Installer Scope

The installer's scope will generally consist of foundation/pad construction and building package assembly/construction.

1. Structural
   The following structural components will be provided by the ***installer***:
   a. All materials, equipment and labor for footings and interior slabs.
   b. Latex epoxy paint wall finish.
   c. Gypsum board ceiling finish.
   d. Caulking.
   e. Concrete sealant for flooring and CMU block exterior.
   f. Masonry (concrete) grout and rebar
   g. If applicable, notch CMU block for bond beams, cut full blocks to create half blocks and grind blocks for fixture mounting purposes.
   h. If applicable, cut stone veneer to achieve the required shapes necessary for installation.
   i. Sealant for all exposed wood.
   j. Typical fasteners such as nails, staples, screws, and any other fasteners not included in product packaging.
   k. Rain gutters and downspouts are supplied and installed by building ***installer***.
2. Plumbing
   The following plumbing components will be provided by the ***installer.***
   a. Plumbing rough-in, installation and trim within 10' of the building footprint.
   b. All water and sewer piping and floor drains within the building footprint.
   c. If required for wall mounted toilet(s), wall carriers.
3. Electrical
   The following electrical components will be provided by the ***installer.***
   a. Electrical rough-in, installation and trim within 10' of the building footprint.
   b. All switches and outlets that are not included with electrical products.
   c. Note that all Romtec building designs include a spare conduit from the main power source to the main breaker panel. All conduits are supplied by the ***installer***.
4. Other materials, equipment, and services
   The following materials, equipment, and services are provided by the ***installer***.
   a. Building package installation
   b. All other items within the building footprint indicated on final plans or required by building codes to complete installation of the building package which are not specifically stated as supplied by Romtec or by another entity.

C. Contractor Scope

The ***contractor's*** scope will generally consist of site preparation and grading, excavation for structures, backfill and/or structural backfill, and any site work or utility work outside the building package footprint.

1. Structural
   The following items relative to the structural components will be supplied by the ***contractor***:
   a. All materials, equipment and labor for exterior slabs and sidewalks.
   b. If required, design and supply of gutters and downspouts is by the contractor, installer, or others. Romtec can show basic gutters and downspouts on the plans upon request.
2. Plumbing
   The following plumbing components will be provided by the ***contractor.***
   a. Incoming plumbing utilities to within 10' of the building exterior.

b. All water and sewer piping, drains, and valves external of the building footprint.

3. Electrical
   The following electrical components will be provided by the ***contractor***.
   a. Incoming electrical utilities to with 10' of the building exterior.
   b. Electrical meter base and meter (or other incoming supply power source).
4. Other materials, equipment, and services
   The following materials, equipment, and services are provided by the ***contractor***.
   a. Site grading and/or asphalt paving
   b. Masonry pavers
   c. Branch circuit breakers
   d. Fire alarm & fire suppression equipment
   e. Lighting equipment not attached to the building
   f. Backflow check valves & drain valves
   g. Freeze protection
   h. Landscaping
   i. Special inspection services
   j. Permits and fees
   k. Site plans
   l. Geotechnical reports

D. Delivery, Storage, and Handling

1. The ***installer*** and/or ***contractor*** will be responsible for all equipment and labor required for off-loading of the delivered building package onsite. This includes providing appropriate equipment, including but not limited to a forklift with minimum 8,000 lb. capacity and 6 ft. fork extension.
2. ***Installer*** or ***contractor*** shall comply with all handling instructions/recommendations provided by Romtec.
3. The ***installer*** and/or ***contractor*** will assume responsibility for adequate protection of delivered materials from weather, damage, and pilferage or all warranties, expressed or implied may be voided.
4. Do not throw away the Operations & Maintenance manuals that are provided by some manufacturers in their product packaging. It is the responsibility of the ***installer*** and/or ***contractor*** to collect, maintain, and deliver to the owner.

E. Romtec General Exceptions/Exclusions

The following are items that Romtec does not provide as part of its standard products and services.

1. Site visits by Romtec staff.
   Note: If site visits are required, Romtec will issue a change order.
2. Unless otherwise stated, Romtec is not proposing to meet any Buy America standard (AIS, BABA, etc.) for materials.
3. Romtec's proposed building design is based on the following standard design loads. These standard design loads are typical for many locations. Local design loads specific to this project may require changes to the building design, which may result in a price increase due to increased material costs.
   a. Roof Snow Load: 25 psf
   b. IBC Seismic Design Category: C
   c. Design Wind Speed: 150 mph
   d. Allowable Soil Bearing: 1500 psf
   e. Occupancy Type: U
   f. Type: VB
4. Any site utility sizing shown on the Romtec plans is either based on design criteria provided by others or based on Romtec's assumption of the appropriate sizing. Site utility sizing must be confirmed by the customer. Romtec is not responsible for determining or confirming site utility sizing.
5. Romtec's building plans have been approved by permitting authorities in hundreds of jurisdictions. Romtec's plans will be provided in Romtec's standard format only. No elective formatting changes, product color selections, interior elevation drawings, equipment not supplied by Romtec, informational tables, formatting coordination with the plans by others, or any other formatting requests or customer directed elective changes will be made to or shown on the Romtec building plans.
6. To ensure timely delivery of the building package amid ongoing and industry-wide disruptions to shipping, parts/materials availability, and lead times, Romtec reserves the right make equivalent or better substitutions at any time for any components that are not specifically required to match an exact brand/model.
7. Romtec does not provide LEED/CALGreen or similar compliance submittals, forms, or documentation as a standard service. Romtec can assist in providing information for products that

may meet LEED/Green compliance standards, but Romtec does not provide or fill out LEED credit forms. Unless specifically included in Romtec's proposal and quote, Romtec does not supply materials with the intent of meeting LEED/CALGreen or similar standards. Any changes due to compliance requirements may result in a price change and increased lead time.

8. Any CMU block plan(s) provided by Romtec are only accurate if Romtec supplies the CMU block.
9. All steel fabrication work is performed by qualified fabricators in conformance with engineered drawings. Romtec does not offer third party certification or inspection of steel fabrication work.

Note: Romtec's scope of work is based on customer acceptance of the terms and conditions of the Romtec quote proposal, which may be attached here or provided separately.

VETERANS MEMORIAL PARK

PENSACOLA, FLORIDA

ROMTEC
18240 NORTH BANK ROAD - ROSEBURG, OR 97470
(541) 496-3541 FAX (541) 496-0803

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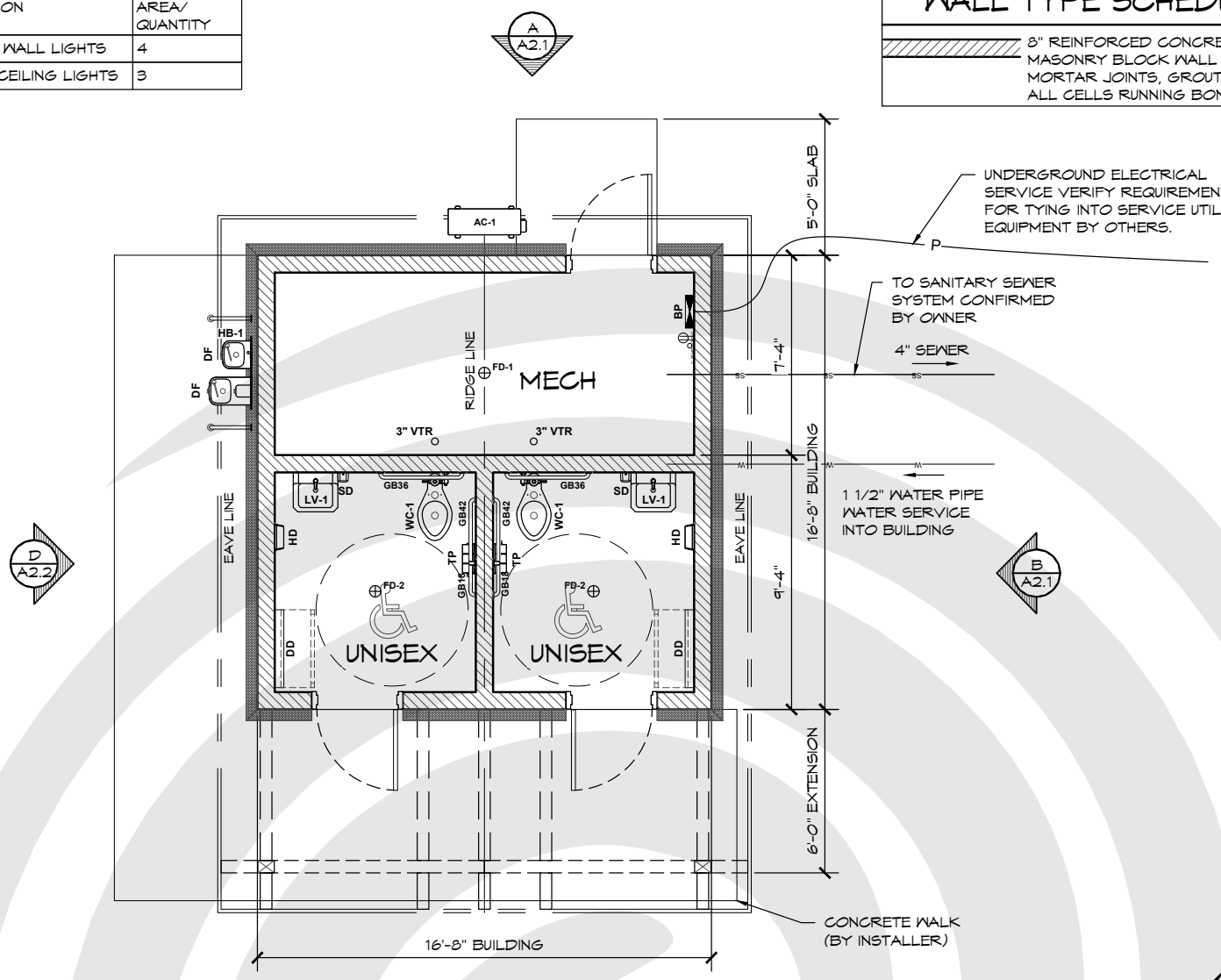
LEGEND		
SYMBOL	DESCRIPTION	AREA/ QUANTITY
	EXTERIOR WALL LIGHTS	4
	INTERIOR CEILING LIGHTS	3

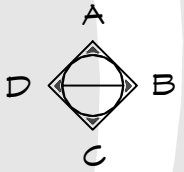
WALL TYPE SCHEDULE

8" REINFORCED CONCRETE MASONRY BLOCK WALL WITH MORTAR JOINTS, GROUTED SOLID ALL CELLS RUNNING BOND PATTERN.



1 FLOOR PLAN

SCALE: 1/4" = 1'-0"



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ROMTEC
www.romtec.com
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PROJECT: VETERANS MEMORIAL PARK RESTROOM
PENSACOLA, FLORIDA

SHEET TITLE: FLOOR PLAN

PROJECT #: 3028

DATE: 6/25/26

DRAWN BY: JS

REV.	DATE:	BY:

REVISIONS:

SHEET NO. A1.1

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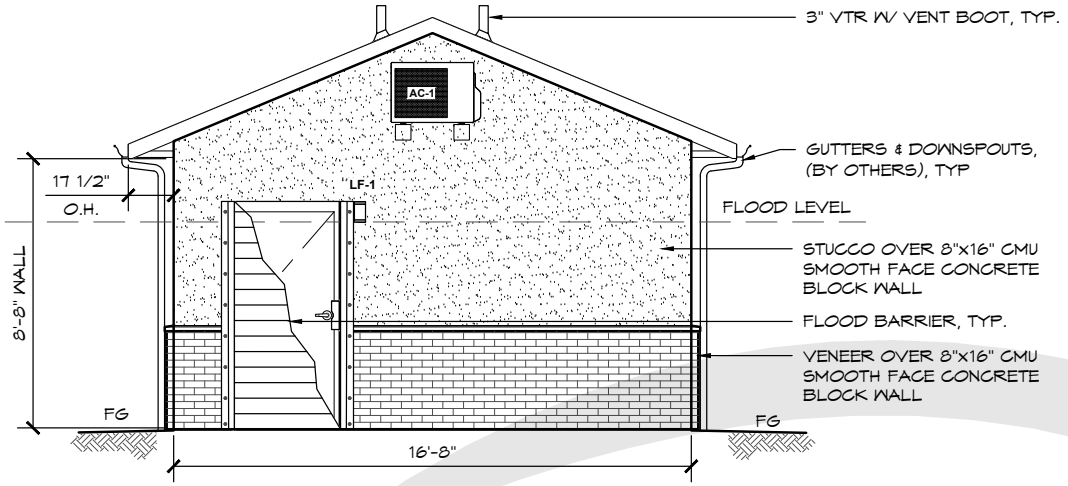
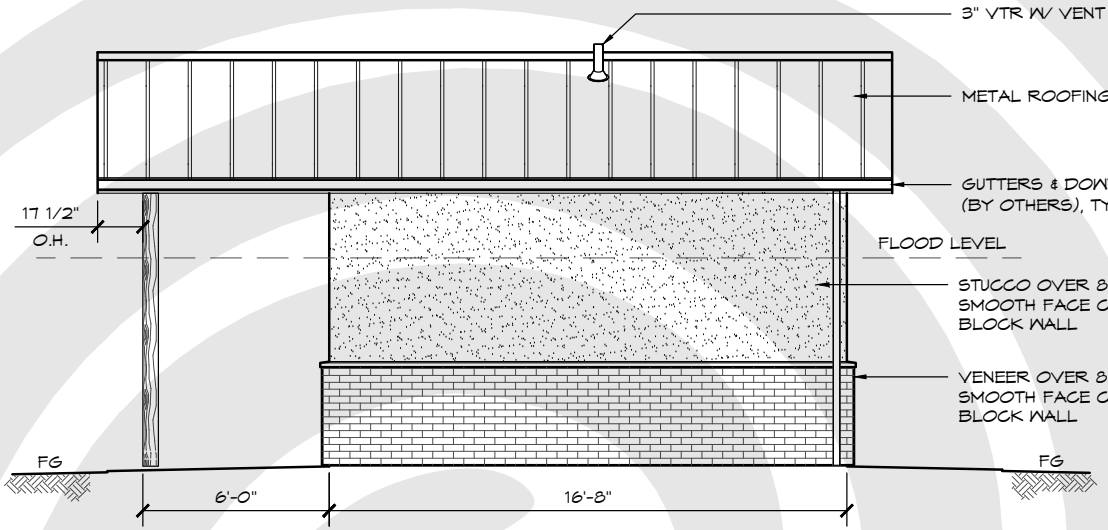


A ELEVATION VIEW

SCALE: 1/4" = 1'-0"



B ELEVATION VIEW

SCALE: 1/4" = 1'-0"

PRELIMINARY

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PROJECT: VETERANS MEMORIAL PARK RESTROOM
PENSACOLA, FLORIDA

SHEET TITLE: ELEVATION VIEW

PROJECT #: 3028

DATE: 6/25/26

DRAWN BY: JS

REV.	DATE:	BY:

REVISIONS:

SHEET NO: A2.1

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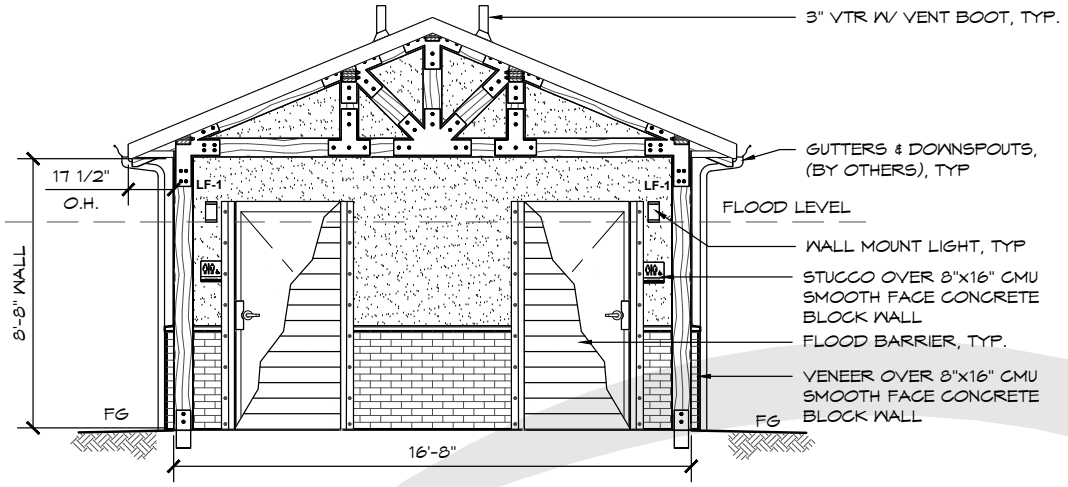
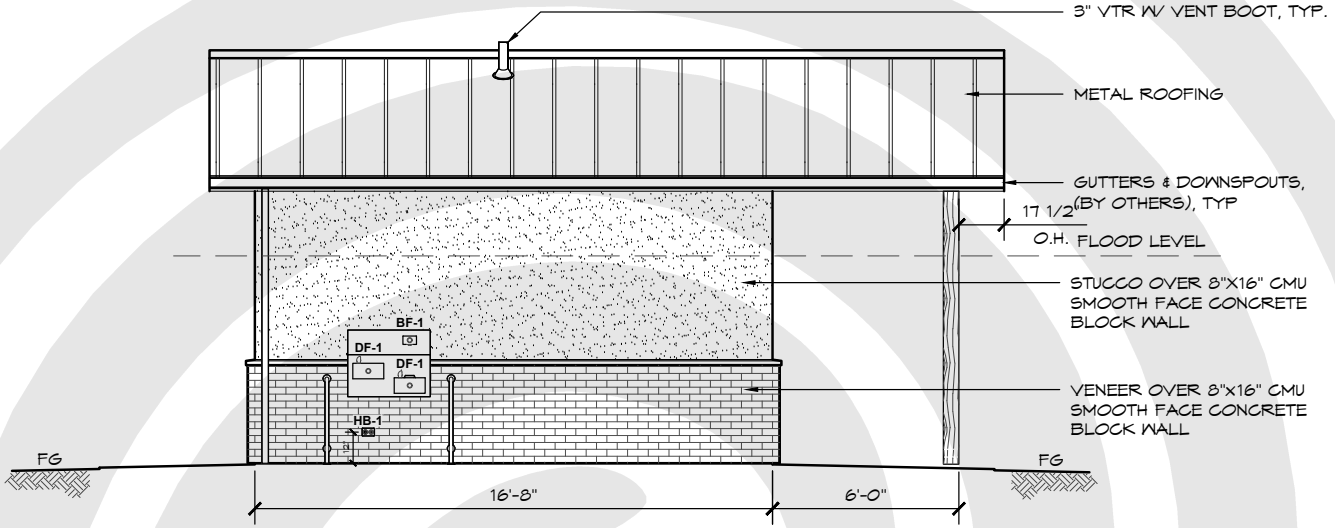


C ELEVATION VIEW

SCALE: 1/4" = 1'-0"



D ELEVATION VIEW

SCALE: 1/4" = 1'-0"

PRELIMINARY

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(541) 496-3541 FAX (541) 496-0803

PROJECT: VETERANS MEMORIAL PARK RESTROOM
PENSACOLA, FLORIDA

SHEET TITLE: ELEVATION VIEW

PROJECT #: 3028
DATE: 6/25/26
DRAWN BY: JS

REV.	DATE:	BY:

REVISIONS:

SHEET NO: A2.2

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JOB CREATED: 7/10/2026 - LAST SAVED BY: jeschonauer ON 7/10/2026 - LAST PRINTED: 7/10/2026 - LOCATION: O:\Engineering R\Sales Drawings\Projects\3000 - 3499\3028- Vet's Mem. Park - Pen.,FL\3028- Veteran's Memorial Park-SS-202+EX, FL 260709.dwg

Veteran's Memorial Park Proposed Location of Permanent Restroom

0 0.01 0.02 Miles

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

G:\Map_Archives\Parks\Parks\Parks.aprx

THE CITY OF PENSACOLA
WHERE FLORIDA BEGINS

7/22/2026

Veteran's Memorial Park

PURCHASE AGREEMENT

ROMTEC
18240 North Bank Rd.
Roseburg, OR 97470
P: 541-496-3541
F: 541-496-0803
E: service@romtec.com

Proposal Date
7/22/2026

Sourcewell
Awarded Contract
#052725-RMT

#052725-RMT

Veteran's Memorial Park Restroom

Customer: City of Pensacola
Adrianne Walker

Quantity	Building Proposal Description		Extended Price
1	Romtec ADA Restroom- "Design & Supply ONLY" per Romtec Drawings and Scope of Supply & Services dated 07/22/2026	$	194,488.00
Sourcewell DISCOUNT: Available only to members of Sourcewell.		**5.00%** **$**	**(9,725.00)**
	Freight/Packaging to: Pensacola, FL	**$**	**19,692.00**
	ROMTEC INC. PURCHASE ORDER TOTAL	**$**	**204,455.00**

***Sales or Use Tax is not included in the above price. Sales or Use taxes may be required for your project depending on state and local requirements.**

***The price above is valid for thirty (30) days from the proposal date. If the Customer has not returned the signed Purchase Agreement within thirty (30) days of the proposal date, Romtec, Inc. reserves the right to update the price to reflect cost changes.**

***The price above requires that the customer release the order for production within ninety (90) days of the proposal date. If, for any reason, Romtec, Inc. has not received formal Notice to Proceeed with Production within ninety (90) days of the proposal date, Romtec, Inc. reserves the right to update the price to include inflationary cost changes.**
***Romtec charges 2% of total contract value for the bonding rate (if required). Unless specifically stated in the above quote, this amount is not included in the total amount shown, and may be applicable at the time of invoice.**
The prices quoted herein and anticipated lead times are based on the current tariff rates, duties, government charges, trade regulations, and product availability as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority in a manner that affects Romtec or any of Romtec's applicable suppliers/vendors for this order, Romtec reserves the right to adjust the pricing and delivery schedule of the affected goods to reflect the increased costs and/or lead times.
The price above is contingent on the use of this Purchase Agreement only. Any proposed modifications to the terms or use of an external purchase agreement may result in a price increase. Signing this form is explicit acceptance of the Terms & Conditions.

Customer/Owner Authorized Signature Date

Romtec Inc. Authorized Signature Date

Customer/Owner Printed Name

Romtec Inc. Printed Name

CITY:

CITY OF PENSACOLA
a Florida municipal corporation

By:
_____
D.C. Reeves, Mayor

(AFFIX CITY SEAL)

Date signed: _____, 2026

Attest:

_____
Ericka L. Burnett, City Clerk

Approved as to content:

_____
Department Director

Legal in form and valid as drawn:

_____
City Attorney

Standard Purchase Agreement Terms & Conditions

Rev. Date: 6/22/2026

Credit, Invoicing, and Payment

1. For all purchases whereby Romtec's customer (Customer) is not pre-paying one-hundred percent (100%) of the total contract value, Romtec, Inc. (Romtec) will provide a Schedule of Values for the project based on the available project info, including but not limited to the Customer's credit report, any applicable bond info provided by the Customer, and the mutually agreed project schedule. Customer agrees to promptly provide project info upon Romtec's request, including but not limited to the Customer's legal info and billing address with accounts payable contact info, the project site address(es), and a copy of any applicable payment bond(s).
2. Customer may submit payments via check, wire transfer, or credit card (Visa, MasterCard, Discover or American Express). A separate fee will be charged for payments exceeding $20,000 made by credit card.
3. For all purchases whereby the Customer is not pre-paying one-hundred percent (100%) of the total contract value, Romtec is effectively extending credit terms to the Customer by providing the Schedule of Values. Romtec reserves the right to modify the Schedule of Values based on changes to the customer's credit info, bond info, failure by the Customer to pay as agreed, or any other relevant info in Romtec's sole discretion.
4. Unless otherwise specifically included in the Romtec Purchase Agreement, tax amounts for sales, use, consumption, value added, or other goods/services related taxation is not included in the purchase price. Sales tax for goods is assessed at the time of delivery, so any sales tax amount included in the purchase price and/ or Schedule of Values is an estimate only until the time of delivery.
5. Notwithstanding any external agreements between Customer and a project owner (Owner) or other entity, Customer's payment(s) to Romtec are not conditional upon Customer receiving payment from any other entity or per any external terms. Romtec may in its sole discretion coordinate the Schedule of Values to accommodate Customer payment preferences or Customer's external obligations, but no external terms shall affect the agreed Schedule of Values, payment terms, purchase agreement terms & conditions, or any other aspect of the purchase agreement unless explicitly agreed in writing by both Customer and Romtec.
6. Unless otherwise specifically agreed in the Schedule of Values or in writing, Customer payments to Romtec are due Net 30 of invoice date.
7. If the Customer fails to make timely payment(s) as agreed, past due amounts shall bear interest and Customer agrees to pay interest at the rate of fifteen percent (15%) per annum, or the highest rate allowed under applicable law, with interest accruing from the original payment due date. Romtec may also require pre-payment of any remaining payment milestones as a condition of Romtec's continued performance.
8. For all Customer accounts that are fifteen (15) days or more past due, Romtec may in its sole discretion withhold performance of any applicable warranty service until the Customer's account is fully paid and in good standing. Notwithstanding any terms herein, the Romtec warranty period will not be affected or tolled.
9. If the Customer fails to pay any undisputed amount as agreed, the Customer shall be liable to pay Romtec upon demand for any reasonable and documented costs, expenses, and damages of any kind incurred in Romtec's pursuit of collecting payment, including but not limited to attorney fees, to the extent awarded by a court of competent jurisdiction.

Warranty

10. Romtec's standard warranty terms can be reviewed at the link below: https://romtec.com/wp-content/uploads/2022/03/4.01-Romtec-Warranty-2-28-22.pdf
11. Romtec reserves the right to update its standard warranty terms at any time. The most current terms of the Romtec warranty at the date of purchase agreement execution will remain in effect for that purchase.
12. Notwithstanding any terms herein, any modification of the standard Romtec warranty that is explicitly included in the purchase agreement shall supersede the standard Romtec warranty terms. For example, if Romtec agrees to include an extended warranty period, the agreed warranty period will be as defined in the purchase agreement documents.
13. Unless another specific time period is agreed in writing, Romtec allows up to six (6) months for the Customer to complete construction/installation of the delivered Romtec goods and begin the Romtec warranty period.
14. In Romtec's sole discretion, any request or requirement for Romtec to begin its warranty later than six (6) months from delivery of the Romtec goods (other than a delay caused by Romtec) may result in a change order for the extended warranty period.

Changes, Delays, and Termination

15. Customer may request change(s) to Romtec's scope of work at any time, and Romtec will respond to the Customer's request within a reasonable time to confirm whether the changes are feasible. If the requested change(s) are feasible, Romtec will provide a proposed change order for Customer's review that includes a description of the change(s) and the pricing for the change(s). If the Customer agrees with the change order, they shall sign and return the change order to confirm. If the Customer does not agree to the change order, they shall explicitly reject the change in writing, and Romtec will not proceed with the change order work or related price adjustment.
16. Unless otherwise agreed in writing, Romtec's change order pricing is valid for 30 days from the CO date shown on Romtec's proposed change order. If the Customer has not formally accepted the change order before the 30-day expiration, Romtec may update the change order pricing at any time thereafter in its sole discretion.
17. From time to time, Romtec may receive comments/markups on the Romtec preliminary submittal and/or full plan set from various reviewers and authorities. If these comments/markups require Romtec to make changes that affect the price or project schedule, Romtec will provide a proposed change order and proceed in the same manner as described above.
18. Time is of the essence of this purchase agreement for performance by both Romtec and the Customer.
19. Customer agrees that the project schedule will be adjusted as needed for any changes.
20. For any delay to the agreed project schedule that is not caused by Romtec or under Romtec's control, Romtec shall not be liable for any incurred costs nor liable for any affect on the project schedule, and the Customer agrees to accept and pay for a corresponding price change and project schedule adjustment only to the extent such change is reasonable, documented, and approved in writing by Customer, or else the Customer may terminate the purchase agreement for its convenience per the applicable terms herein. Furthermore, if such delay not caused by Romtec impedes Romtec's progress such that Romtec cannot produce and deliver the work within 6 months of the agreed time, Romtec may in its sole discretion invoice the customer for all work completed up to the invoice date, and Customer agrees to pay such invoice within a reasonable time subject to Customer's right to review, dispute, or reject unsupported or nonconforming charges, notwithstanding any separate agreed Schedule of Values or conflict to this requirement therein.
21. In the event that Romtec is responsible for a delay to the agreed project schedule, Romtec will make commercially reasonable efforts to mitigate the delay. Customer agrees to accept any required schedule change because of a delay, provided such schedule change is reasonable and documented, or else the Customer may terminate the agreement for its convenience per the applicable terms herein.
22. In the event of any other default or breach of this agreement by Romtec that is not cured by Romtec within a reasonable time after written notice from Customer, Customer's remedy shall be to terminate the agreement per the applicable terms herein, without limiting any other rights or remedies available to Customer under this agreement, at law, or in equity. Customer may also terminate this agreement for convenience upon written notice to Romtec, in which case Customer shall pay Romtec only for conforming work actually completed and accepted by Customer as of the effective date of termination, less any amounts previously paid..
23. Unless alternate termination terms are explicitly approved by Romtec in writing, in the event of termination of the purchase agreement by the Customer for any reason, Romtec shall cease work as expediently as commercially reasonable and attempt to mitigate costs of termination to the extent commercially reasonable.
24. Any other agreed termination terms notwithstanding, Customer shall pay Romtec upon request no less than the amount due for work completed prior to the termination.

Project Schedule

25. If a project schedule is included in the purchase agreement documents, then any changes to that project schedule must be agreed in writing by both Romtec and the Customer.
26. If a project schedule is not included in the purchase agreement, then no specific performance times by Romtec are guaranteed, and the Customer and Romtec shall establish a mutually agreed project schedule at their earliest convenience.
27. Romtec has no control over the timing of review and approval of any Romtec submittal(s) by the reviewing authority, and Romtec shall not

be liable for any delay, interim cost increases, or damages caused by a reviewing authority's time to review and approve Romtec's submittal(s).

28. Romtec cannot provide firm production or delivery lead times until at minimum two (2) weeks after the Customer formally releases Romtec to begin production of the order.

Shipping and Handling

29. Unless otherwise specifically included in the purchase agreement, Romtec will ship all items per FCA terms from Roseburg, Oregon (from Romtec's facility).

30. Unless otherwise agreed, Romtec will select the shipping carrier, and risk of loss passes to the Customer upon Romtec's delivery of the goods to the carrier. Any damage or loss during transportation must be resolved between the Customer and the shipping carrier.

31. In the event that Romtec agrees to retain risk of loss during transportation, risk of loss shall pass to the Customer upon delivery.

32. Unloading is by the receiver (typically the Customer or the Customer's agent). Neither Romtec nor Romtec's carrier is responsible for unloading of delivered goods at the destination.

33. Special equipment may be required for unloading, including but not limited to a fork lift with sufficient fork length and lifting capacity, and/or an appropriately sized crane for large items. However, Romtec is not the unloader nor the installer, and Romtec is not responsible for determining the means and methods for unloading or construction/installation work.

34. Unless other arrangements are specifically included in the purchase agreement, Romtec will package the completed order with Romtec's standard packaging. Romtec's standard packaging includes shrink wrapping all palletized items and items that may be subject to degradation if exposed to weather during shipping. However, Romtec's packaging is not designed for ongoing exposed storage. Romtec's completed goods are intended for immediate construction/installation upon delivery. If the Customer intends to store the delivered Romtec goods for longer than 30 days after delivery before beginning construction/installation work, the Customer is responsible for opening the Romtec packaging and storing items under cover or in a climate controlled indoor environment as applicable for the particular type of items.

35. In addition to Romtec's specific storage and handling recommendations, Romtec may also provide manufacturer recommendations for individual components, and the Customer shall store and handle individual components per the recommendations of the component manufacturer.

36. Romtec is not liable for damage or degradation of items that were improperly stored or handled by the Customer (or Customer's agents). However, Romtec can assist the customer in obtaining repair or replacement of such items (at the Customer's expense).

37. Unless otherwise specifically agreed in writing, Romtec will ship all items upon completion of production, and the Customer will accept delivery of completed items upon arrival.

38. Romtec will ship all items using the minimum number of deliveries for efficient transport, as determined by Romtec. If the Customer elects to increase the number of deliveries, it may result in a change order for the increased shipping costs.

39. Romtec does not have capacity for long-term storage of completed goods. In the event of a delay to the agreed delivery date, Romtec may, in Romtec's sole discretion, offer to store completed goods for the Customer at a minimum rate of $450/month depending on the nature of the completed goods and the availability of storage space.

40. Regardless of any delay to shipping completed goods, Romtec will invoice for and Customer shall pay as agreed for Romtec's completed work based upon the date the goods were ready to ship.

41. Unless otherwise specifically agreed in writing, Romtec shall not be liable to the Customer, Owner, or any other entity for any costs or damages related to delays in shipping or delivery for any reason to the extent such delays are not caused by Romtec and are outside Romtec's reasonable control; provided, however, that Romtec shall promptly notify Customer of any anticipated shipping or delivery delay and use commercially reasonable efforts to mitigate the delay.

Insurance

42. Romtec will provide its standard insurance certificate with the Customer and/ or Owner listed as an additional insured upon request. Coverage includes:

    a. Commercial General Liability: $1 million per occurrence, $2 million aggregate

    b. Professional Liability: $1 million

    c. Professional Liability Excess: $3 million

    d. Automobile: $1 million (any auto, owned, rented, not owned)

    e. Installation Floater: $2 million

    f. Umbrella/Excess: $5 million

43. Customer and Romtec agree to waive all rights of subrogation against each other and their respective officers, agents, subcontractors, and employees.

44. Customer and Romtec agree to waive any special, indirect, incidental, consequential, or punitive damages against each other and their respective officers, agents, subcontractors, and employees.

General

45. The contract documents consists of the Romtec Purchase Agreement, these Terms & Conditions, the Romtec preliminary submittal (SSDS), any executed change orders, and any other documents specifically included with, attached to, or referenced within the Romtec Purchase Agreement and Terms & Conditions.

46. Except for specific changes agreed in writing in the Contract Documents, these Terms & Conditions shall control and supersede any other provisions, terms, conditions, writings, or agreements, including but not limited to a customer's Purchase Order, confirmation, or other communication between Romtec and the Customer.

47. The Purchase Agreement is effective and binding upon execution of the agreement by both parties, unless an alternate date of effect is included in the Purchase Agreement.

48. The Purchase Agreement may be executed in multiple counterparts, all of which shall constitute one agreement regardless whether all parties have signed the same counterpart.

49. The parties agree that electronically signed copies of the agreement shall be of the same effect as wet signed physical copies of the agreement.

50. Unless otherwise specifically agreed in the contract documents, all legal matter shall be interpreted per the laws of the State of Florida, and the legal venue and jurisdiction for all legal proceedings shall be the courts of the State of Florida in Escambia County, without regard for any conflict of law rules or principles.

51. For any required notices, the party providing the notice shall deliver the notice to the other party via one of the following methods: Physical copy via personal delivery by the sender or sender's agent at the designated office of the recipient; Physical copy sent via recognized U.S. overnight carrier; Physical copy sent via postage prepaid, registered/certified mail with the U.S. Postal Service; Electronic copy via email to and from a confirmed and valid email address; Electronic copy via facsimile. In any case, Notice shall be deemed delivered upon receipt by the recipient, but no later than two (2) days after being sent via any of the methods above.

52. In the event of any legal proceeding between the parties, the prevailing party shall be entitled to recover from the non-prevailing party all applicable costs, damages, and expenses, including but not limited to reasonable attorney fees. This recovery is in addition to any monetary judgment or award resulting from litigation of any kind, including but not limited to arbitration, trial, bankruptcy, or similar proceedings.

53. If any term(s) of the agreement are found to be invalid or legally unenforceable, those terms shall be considered severed and shall not effect the remaining terms of the agreement, except to the extent such remaining terms may be revised in a legally acceptable manner to effect the intent of the parties in originally including the severed term(s).

54. A waiver of any provision or requirement of the agreement or failure by either party to enforce strict performance as agreed shall not be a waiver of any subsequent violation or prejudice either party's rights and remedies as defined herein.

55. Neither party shall be liable for damages (including indirect or consequential damages) to the extent such non-performance, delay, loss, or damage that results from circumstances beyond the reasonable control of the defaulting party (Force Majeure events). Such Force Majeure events include Acts of God, fire, flood, earthquake, explosion, extreme weather, war or related hostilities, blockades, public disorder, pandemic or other public health emergency, quarantine restrictions, embargo, labor strike or other labor disturbance, unavailability of electronic communication or equipment, and/or compliance with any legal requirement or lawful order, insistence, or directive from any government and/or military authority.

City of Pensacola Terms and Conditions

56. Affidavit Regarding the Use of Coercion for Labor and Services: Romtec agrees that, prior to this Agreement being executed, renewed, or extended between the Parties, it shall comply with the requirements of Section 787.06(13), Florida Statutes, by providing Customer with an affidavit signed by an officer or representative of Romtec under penalty of perjury attesting that Romtec does not use coercion for labor or

services, as those terms are defined in Section 787.06, Florida Statutes.

57. Florida's Public Records Act. Customer, as a public agency, is subject to Chapter 119, Florida Statutes, the "Public Records Law." Romtec acknowledges that if it is a "contractor" as defined in F.S. 119.0701(1)(a), Romtec shall comply with all applicable public records law.

58. E-Verify. Under Florida Law, Customer is prohibited from entering into an Agreement unless each party to the Agreement registers with and uses the E-Verify system. In compliance with the provisions of F.S. 448.095, Romtec and any subcontractors engaged in the performance of this Agreement hereby certify to the extent required by law that it has registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-859 Agenda Conference 8/10/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 14-26 - CREATING CHAPTER 8-3 OF THE CODE OF THE CITY OF PENSACOLA - JUVENILE CURFEW ORDINANCE

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 14-26 on first reading.

AN ORDINANCE CREATING CHAPTER 8-3, JUVENILE CURFEW, OF TITLE VIII OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #3 - Support for Youth Experiences.

The purpose of the Juvenile Curfew Ordinance is to protect minors from harm and victimization in the City of Pensacola, to promote the safety and well-being of minors in the City of Pensacola, to reduce the crime and violence committed by minors in the City of Pensacola, and to adopt a local juvenile curfew ordinance. This independent local ordinance is enacted pursuant to F.S. § 877.25 and does not incorporate §§ 877.20– 877.24 by reference.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: No

7/27/2026

STAFF CONTACT:

David Stafford, City Administrator
Eric Winstrom, Chief of Police
Adam Cobb, City Attorney
Janette Richardson, Assistant City Attorney

ATTACHMENTS:

1. Proposed Ordinance No. 14-26
2. Business Impact Estimate

PRESENTATION: No

PROPOSED
ORDINANCE NO. 14-26

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CREATING CHAPTER 8-3, JUVENILE CURFEW, OF TITLE VIII OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA that the following chapter and sections of the Code of Ordinances be created as set forth below in Sections 1 through 9.

SECTION 1. Chapter 8-3, Juvenile Curfew, of Title VIII, Offenses, of the Code of the City of Pensacola, Florida is hereby created.

SECTION 2. Section 8-3-1 of Chapter 8-3 of the Code of the City of Pensacola, Florida is hereby created to read as follows:

Section 8-3-1 – Short Title.

This article shall be known as the “Juvenile Curfew Ordinance.”

SECTION 3. Section 8-3-2 of Chapter 8-3 of the Code of the City of Pensacola, Florida is hereby created to read as follows:

Section 8-3-2 – Purpose and intent.

The purpose of this Juvenile Curfew Ordinance is to protect minors from harm and victimization in the City of Pensacola, to promote the safety and well-being of minors in the City of Pensacola, to reduce the crime and violence committed by minors in the City of Pensacola, and to adopt a local juvenile curfew ordinance. This independent local ordinance is enacted pursuant to F.S. § 877.25 and does not incorporate §§ 877.20–877.24 by reference.

SECTION 4. Section 8-3-3 of Chapter 8-3 of the Code of the City of Pensacola, Florida is hereby created to read as follows:

Section 8-3-3 – Definitions.

As used in this section, the following definitions apply:

(a) *Emergency* means an unforeseen combination of circumstances which results in a situation that requires immediate attention to care for or prevent serious bodily injury, loss of life, or significant property loss. The term includes, but is not limited to, a fire, a natural disaster, or an automobile accident.

(b) *Establishment* means a privately owned business to which the public is invited, including, but not limited to, a place of amusement or a place of entertainment.

(c) *Minor* means any person under 18 years of age.

(d) *Legal holiday* means any day designated as a legal holiday by state law or City ordinance.

(e) *Parent* means a person who has legal custody of a minor as a:

a. Natural parent, adoptive parent, or step-parent of a minor.

b. Legal guardian appointed by a court to act in the role of a parent.

c. Person who stands in loco parentis to the minor.

d. Person who has legal custody of the minor by order of a court.

(f) *Public place* means a place to which the public has access, including, but not limited to, streets, highways, public parks, and the common areas of schools, hospitals, apartment houses, office buildings, transportation facilities, and shops.

(g) *Remain* means to be present at or to linger in a public place or establishment, or a school when prohibited as provided herein, beyond the time reasonably necessary to travel directly to or from, or to engage in an activity permitted under Section 8-3-5.

(h) *School* means any public, charter, or private primary or secondary school operating within the state during its posted school hours.

SECTION 5. Section 8-3-4 of Chapter 8-3 of the Code of the City of Pensacola, Florida is hereby created to read as follows:

Section 8-3-4 – Minors in public places during certain hours.

(a) A minor may not be or remain in a public place or establishment between the hours of 11:00 p.m. and 5:00 a.m. of the following day, Sunday through Thursday, except in the case of a legal holiday.

(b) A minor may not be or remain in a public place or establishment between the hours of 12:01 a.m. and 6:00 a.m. on Saturdays, Sundays, and legal holidays.

(c) Subject to the exceptions in Section 8-3-5, a minor who has been suspended or expelled from school may not be or remain in a public place, in an establishment, or within 1,000 feet of a school during the hours of 9:00 a.m. to 2:00 p.m. during any school day.

SECTION 6. Section 8-3-5 of Chapter 8-3 of the Code of the City of Pensacola, Florida is hereby created to read as follows:

Section 8-3-5 – Exceptions

Section 8-3-4 does not apply to a minor who is:

(a) Married in accordance with law or emancipated by a court of competent jurisdiction.

(b) Accompanied by his or her parent or by another adult person at least twenty-one (21) years of age given permission by the minor's parent or legal guardian to have the care, custody or control of the minor.

(c) Involved in or attempting to remedy, alleviate or respond to an emergency, or engaged, with his or her parent's permission, in an emergency errand.

(d) Attending or traveling directly to or from an activity involving the exercise of rights protected under the First Amendment of the United States Constitution or those similar rights protected by the Florida Constitution, that is supervised by an adult(s) at least twenty-one (21) years of age provided further that the minor possesses written permission from his or her parent authorizing the minor to engage in that specific activity.

(e) Going directly to or returning directly from lawful employment, or who is in a public place or establishment in connection with or as required by a business, trade, profession, or occupation in which the minor is lawfully engaged.

(f) Returning directly home from a specific school-sponsored function, a religious function, or a function sponsored by a civic organization, that is supervised by an adult(s) at least twenty-one (21) years of age; provided further that the minor possesses written permission from his or her parent authorizing the minor to engage in that specific activity.

(g) On the property of, or on the sidewalk of, the place where the minor resides, or who is on the property or sidewalk of an adult next-door neighbor with that neighbor's permission.

(h) Engaged in interstate travel or bona fide intrastate travel with the consent of the minor's parent.

(i) Attending an organized event held at and sponsored by a theme park or entertainment complex as defined in F.S. 509.013(9).

(j) These exceptions apply to both the juvenile-offense provisions and parental liability.

(k) A minor claiming an exception shall identify the specific exception and provide available verification reasonably requested by the officer; brief incidental stops reasonably related to the trip (e.g., fuel or restroom) may be permitted.

SECTION 7. Section 8-3-6 of Chapter 8-3 of the Code of the City of Pensacola, Florida is hereby created to read as follows:

Section 8-3-6 – Legal duty of parent; exceptions.

(a) Legal duty of parent

(1) The parent of a minor has a legal duty and responsibility to ensure that the minor does not violate this Juvenile Curfew Ordinance.

(2) The parent of a minor has a legal duty and responsibility to personally supervise, or arrange for a responsible adult to supervise, the minor so that the minor does not violate this Juvenile Curfew Ordinance.

(3) It shall be a violation of this Juvenile Curfew Ordinance for the parent, legal guardian or other adult person at least twenty-one (21) years of age having the care, custody or control of a minor to permit or by insufficient control to permit such minor to linger, stay, congregate, move about, wander, or stroll on or upon the public streets, highways, roads, alleys, parks, public buildings, places of amusement and entertainment, vacant lots or any public places in the City of Pensacola during curfew hours, unless the minor is

accompanied by his or her parent, legal guardian or other adult person at least twenty-one (21) years of age having his or her care, custody or control.

(b) Exceptions

(1) Any parent, legal guardian or other adult person at least twenty-one (21) years of age having the care, custody or control of a minor who shall have made a missing person notification or informs the police department that the minor left or remained away from his or her residence during curfew hours over the objection of the parent, legal guardian or other adult person at least twenty-one (21) years of age having the care, custody or control of the minor shall not be considered to have permitted any person to be in violation of this section.

(2) It shall also constitute a defense hereto that such parent, legal guardian or other adult person at least twenty-one (21) years of age having the care, custody or control of such minor, did not have knowledge of the presence of such minor in, or about or upon any place in the City away from the current residence or usual place of abode of said minor during curfew hours, if said parent, legal guardian or other person having care, custody or control of such minor, in the exercise of reasonable care and diligence, should not have known of the unlawful acts of such minor.

SECTION 8. Section 8-3-7 of Chapter 8-3 of the Code of the City of Pensacola, Florida is hereby created to read as follows:

Section 8-3-7 –Procedures.

(a) Unless flight by the minor or other circumstances makes it impracticable, a law enforcement officer, upon finding a person suspected to be in violation of this Juvenile Curfew Ordinance, shall first ask the apparent minor's age and reason for being in public during curfew hours. The law enforcement officer shall immediately attempt to verify statements or other information provided by the minor through contact with the parent, legal guardian or others. Detention shall not exceed the time reasonably necessary to complete this verification, absent documented, articulable circumstances.

(b) Any minor violating this curfew ordinance shall be taken into custody and transported immediately or as soon as safely practicable to a police station, a facility or area supervised by the police, or to a facility operated by a religious, charitable, or civic organization that conducts a curfew program in cooperation with a local law enforcement agency.

(c) If the minor is not immediately taken to his or her home, the law enforcement agency or holding facility shall record all pertinent information about the minor and promptly make reasonable efforts to contact the parent or legal guardian of the minor and, if successful, shall request that the parent or legal guardian come immediately to the facility where the minor is being held, and upon reasonable proof of identity and custody authority release the minor to the parent or legal guardian.

(d) If after two (2) hours of reaching the police station, a facility or area supervised by the police, or a holding facility, the law enforcement agency or holding facility is unsuccessful in contacting the minor's parent or legal guardian, or if the parent or legal guardian refuses to come and take custody of the minor, the law enforcement agency or holding facility may transport the minor to his or her residence or proceed as authorized under part IV of chapter 39.

SECTION 9. Section 8-3-8 of Chapter 8-3 of the Code of the City of Pensacola, Florida is hereby created to read as follows:

Section 8-3-8 – Penalty or remedy for violations.

(a) **Minors**.

(1) **First violation.** After assessing exceptions under Section 8-3-5, a minor who is found to be in violation of this Juvenile Curfew Ordinance shall receive a written warning for her or his first violation.

(2) **Violation after prior warning.** A minor who is found to be in violation after having received a prior written warning is guilty of a civil infraction and shall pay a fine of $100.00 for each violation.

(3) **Third and subsequent violations.** For third and subsequent violations, the minor is guilty of a civil infraction and shall pay a fine of $250.00 for each violation.

(4) Nothing herein shall preclude a law enforcement officer from making an arrest of a minor if specific facts establish an arrest is necessary under applicable law.

(b) **Parents, guardians, other adults**.

(1) **First violation.** After assessing exceptions under Sections 8-3-5 and 8-3-6(b), any parent, legal guardian or other adult person at least twenty-one (21) years of age having the legal care, custody or control of a minor, who is found to be in violation of the provisions of this Juvenile Curfew Ordinance

shall receive a written warning on a form to be established by the City of Pensacola Police Department.

(2) **Violation after prior warning.** Any parent, legal guardian or other adult person at least twenty-one (21) years of age having the legal care, custody or control of a minor, who is found to be in violation of the provisions of this Juvenile Curfew Ordinance after having received a prior written warning is guilty of a civil infraction and shall pay a fine of $250.00 for each violation.

(3) **Third and subsequent violations.** For third and subsequent violations, any parent, legal guardian or other adult person at least twenty-one (21) years of age having the legal care, custody or control of a minor, who is found to be in violation of the provisions of this Juvenile Curfew Ordinance is guilty of a civil infraction and shall pay a fine of $500.00 for each violation.

SECTION 10. SEVERABILITY.

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 11. CONFLICTS.

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

THIS SPACE INTENTIONALLY LEFT BLANK

SECTION 12. EFFECTIVE DATE.

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

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed Ordinance No.14-26 AN ORDINANCE CREATING CHAPTER 8-3, JUVENILE CURFEW, OF TITLE VIII OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
    a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
    b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
    c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
    d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare): This action does not directly advance a goal of the city of Pensacola Strategic Plan but is a necessary function of municipal government.

This purpose of this Juvenile Curfew Ordinance is to protect minors from harm and victimization in the City of Pensacola, to promote the safety and well-being of minors in the City of Pensacola, to reduce the crime and violence committed by minors in the City of Pensacola, and to adopt a local juvenile curfew ordinance. This independent local ordinance is enacted pursuant to F.S. § 877.25 and does not incorporate §§ 877.20–877.24 by reference.

2. Estimate of direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

None

3. Estimate of direct compliance costs that businesses may reasonably incur:

None

4. Any new charge or fee imposed by the proposed ordinance:

No

5. Estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

None

6. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

None

7. Additional information:

None

File #: 26-840 Agenda Conference 8/10/2026

ORDINANCE

SPONSOR: Jennifer Brahier, Council Vice President

SUBJECT:

PROPOSED ORDINANCE NO. 12-26 - AMENDING CITY CODE SECTION 3-1-7 - EXPENDITURES

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 12-26 on second reading:

AN ORDINANCE AMENDING SECTION 3-1-7 – EXPENDITURES, OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR PROHIBITION OF EXPENDING FUNDS RELATING TO OPIOID LITIGATION WITHOUT SPECIFIC AUTHORIZATION FROM CITY COUNCIL; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The amendment to Section 3-1-7 - Expenditures of City Code specifically addresses the expenditure of Opioid Settlement Funds. Additional language is proposed as follows:

The City of Pensacola is a plaintiff in the national opioid litigation pending in United States District Court for the Northern District of Ohio, Case Number 1:18-op-45331-DAP (such litigation, along with any ancillary litigation related thereto, including, without limitation, bankruptcy action(s) of any defendant(s) or its principal(s), is hereinafter collectively, the "Opioid Litigation"). Any money received by the City in relation to the Opioid Litigation, whether through settlement, judgment or otherwise, is hereinafter referred to as "Opioid Funds." Notwithstanding anything in this Code of Ordinances to the contrary and for the avoidance of doubt, (1) all Opioid Funds received by the City must be appropriated by City Council via a supplemental budget resolution in which the Opioid Funds received are the sole item(s) appropriated and which identifies the projects on which the applicable Opioid Funds are to be spent; and (2) all City contracts or agreements involving the expenditure of Opioid Funds must be specifically approved by City Council.

PRIOR ACTION:

July 16, 2026 -- City Council voted to approve Proposed Ordinance No. 12-26 on first reading. The City is party to "Opioid Litigation" and has / will receive settlement funds.

FUNDING:

N/A

FINANCIAL IMPACT:

Funds come from settlements within the "Opioid Litigation"

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

7/6/2026

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1. Proposed Ordinance No. 12-26
2. Business Impact Analysis Report

PRESENTATION: No

PROPOSED
ORDINANCE NO. 12-26

ORDINANCE NO. __

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 3-1-7 – EXPENDITURES, OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR PROHIBITION OF EXPENDING FUNDS RELATING TO OPIOID LITIGATION WITHOUT SPECIFIC AUTHORIZATION FROM CITY COUNCIL; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 3-1-7 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 3-1-7. - Expenditures.

(a) No money shall be drawn from the treasury of the city, nor shall any obligation for the expenditure of money be incurred, except pursuant to appropriations made by City ~~the~~ ~~c~~Council.

(b) The City of Pensacola is a plaintiff in the national opioid litigation pending in United States District Court for the Northern District of Ohio, Case Number 1:18-op-45331-DAP (such litigation, along with any ancillary litigation related thereto, including, without limitation, bankruptcy action(s) of any defendant(s) or its principal(s), is hereinafter collectively, the "Opioid Litigation"). Any money received by the City in relation to the Opioid Litigation, whether through settlement, judgment or otherwise, is hereinafter referred to as "Opioid Funds." Notwithstanding anything in this Code of Ordinances to the contrary and for the avoidance of doubt, (1) all Opioid Funds received by the City must be appropriated by City Council via a supplemental budget resolution in which the Opioid Funds received are the sole item(s) appropriated and which identifies the projects on which the applicable Opioid Funds are to be spent; and (2) all City contracts or agreements involving the expenditure of Opioid Funds must be specifically approved by City Council.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

SECTION 4. This ordinance shall take effect on the expiration of 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

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed Ordinance No. 12-26 – AN ORDINANCE AMENDING SECTION 3-1-7 – EXPENDITURES, OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR PROHIBITION OF EXPENDING FUNDS RELATING TO OPIOID LITIGATION WITHOUT SPECIFIC AUTHORIZATION FROM CITY COUNCIL; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;

☐ The proposed ordinance relates to the issuance or refinancing of debt;

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the City

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;

b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;

c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or

d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. This proposed ordinance amends Section 3-1-7 – Expenditures of City Code, specifically regarding expenditures using Opioid Settlement Funds.

2. This proposed ordinance is not anticipated to have any economic impact on currently operating for-profit businesses within the City.

3. This ordinance does not anticipate any direct compliance costs that businesses might reasonably incur.

4. There will be no new charge or fee imposed by the proposed ordinance.

5. The proposed ordinance does not anticipate any increased regulatory costs.

6. The proposed ordinance will not directly impact any businesses.

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.): None

File #: 26-839 Agenda Conference 8/10/2026

ORDINANCE

SPONSOR: Charles Bare, Council Member

SUBJECT:

PROPOSED ORDINANCE NO.13-26 — TEMPORARY MORATORIUM ON LARGE-SCALE DATA CENTERS AND LARGE LOAD CUSTOMER FACILITIES

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 13-26 on second reading:

AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA; IMPOSING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, REVIEW, OR APPROVAL OF APPLICATIONS FOR DEVELOPMENT PERMITS, REZONING, SITE PLANS, AND OTHER CITY APPROVALS FOR LARGE-SCALE DATA CENTERS AND LARGE LOAD CUSTOMER FACILITIES WITHIN THE PENSACOLA CITY LIMITS; PROVIDING FOR AUTHORITY; PROVIDING LEGISLATIVE FINDINGS OF FACT; PROVIDING DEFINITIONS; PROVIDING FOR THE IMPOSITION OF TEMPORARY MORATORIUM; PROVIDING FOR DURATION OF TEMPORARY MORATORIUM; PROVIDING FOR STUDY AND EVALUATION; EXCEPTIONS; CONFLICTS; SEVERABILITY; AND AN EFFECTIVE DATE.

HEARING REQUIRED: Public Hearing Required

SUMMARY:

This Ordinance, if passed, would provide staff with the opportunity to more fully evaluate and conduct due diligence regarding Large-Scale Data Centers and Large Load customer Facilities.

PRIOR ACTION:

July 16, 2026 -- City Council voted to approve Proposed Ordinance No. 13-26 on first reading.
July 16, 2026 -- Public Hearing conducted by City Council.

FUNDING:

N/A

FINANCIAL IMPACT:

None

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

7/2/2026

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1. Proposed Ordinance No. 13-26
2. Business Impact Analysis Report
3. Emailing Additional Requested Info from Admin
4. Provided by Admin LLCS Capacity Reservation Milestones and Process v.6.24.26
5. PROOF OF PUBLICATION - PUBLIC HEARING

PRESENTATION: No

PROPOSED
ORDINANCE NO. 13-26

ORDINANCE NO. ____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA; IMPOSING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, REVIEW, OR APPROVAL OF APPLICATIONS FOR DEVELOPMENT PERMITS, REZONING, SITE PLANS, AND OTHER CITY APPROVALS FOR LARGE-SCALE DATA CENTERS AND LARGE LOAD CUSTOMER FACILITIES WITHIN THE PENSACOLA CITY LIMITS; PROVIDING FOR AUTHORITY; PROVIDING LEGISLATIVE FINDINGS OF FACT; PROVIDING DEFINITIONS; PROVIDING FOR THE IMPOSITION OF TEMPORARY MORATORIUM; PROVIDING FOR DURATION OF TEMPORARY MORATORIUM; PROVIDING FOR STUDY AND EVALUATION; EXCEPTIONS; CONFLICTS; SEVERABILITY; AND AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

WHEREAS, the City Council of Pensacola, Florida, is authorized by Chapter 163, Florida Statutes, and Article VIII of the Florida Constitution to establish and administer land development regulations and to protect the health, safety, and welfare of the citizens of Pensacola; and

WHEREAS, the City of Pensacola is located within a coastal region, an area that relies heavily upon groundwater resources from the Florida Aquifer System, which has historically been subject to significant management and conservation efforts, due to saltwater intrusion risks and long-term sustainability concerns; and

WHEREAS, state and regional planning efforts emphasize the importance of careful management of groundwater withdrawals and coastal water resources to ensure long-term environmental and economic stability for coastal communities; and

WHEREAS, large-scale data centers and large-load customer facilities are known to require substantial water resources for cooling systems and substantial electrical power to support continuous computing operations, which in some cases require infrastructure demands comparable to small municipalities; and

WHEREAS, such facilities have the potential to place significant demands on regional groundwater supplies, water treatment facilities, and electrical grid capacity, particularly in rapidly growing areas; and

WHEREAS, the City Council finds that Pensacola currently lacks specific zoning provisions or developmental regulations addressing the unique operational characteristics, infrastructure requirements, and environmental considerations associated with large-scale data centers and large-load customer facilities; and

WHEREAS, the City Council finds that allowing these facilities to proceed without appropriate regulatory standards could create risks to the City's water resources, electrical infrastructure, land use planning objectives, and long-term community development strategy; and

WHEREAS, Pensacola's proximity to sensitive coastal ecosystems, wetlands, estuarine systems, and maritime forests further underscores the importance of ensuring that new forms of industrial-scale development are evaluated carefully and responsibly; and

WHEREAS, the City Council finds it necessary that a temporary, one-year moratorium is necessary and appropriate to allow City staff to study the issues and consider amendments to the Code of Ordinances, Comprehensive Plan, or Land Development Code, including time for staff review, public input, drafting, notice, hearings, adoption, and implementation of appropriate regulations; and

WHEREAS, the City Council has conducted the necessary hearings and has determined that the adoption of this Ordinance is in the best interests of the citizens of Pensacola, Florida;

NOW, THEREFORE, BE IT ORDAINED by the City Council of Pensacola, Florida:

SECTION 1. FINDINGS AND INTENT.

The foregoing recitals are true and correct and incorporated herein by reference as findings of the City Council of the City of Pensacola. The purpose of this Ordinance is to establish a temporary, citywide pause of new applications and approvals of large-scale data centers and large-load customer facilities in order to allow the City to review and if appropriate, amend its Code of Ordinances, Comprehensive Plan, or Land Development Code to address the impact of such uses.

SECTION 2. DEFINITIONS.

For purposes of this Ordinance, the following terms shall have the meanings set forth below:

Data center: means a facility that primarily contains electronic equipment used to process, store, and transmit digital information, which may be a free-standing structure or

a facility within a larger structure, and which uses environmental control equipment to maintain proper conditions of the operation of electronic equipment.

Development regulations: means rezoning, special exception, conditional use, variance, site plan approval, development permit, building permit, construction plan approval, certificate of concurrency, capacity reservation, comprehensive plan amendment, or other City approval necessary to establish, construct, expand, or intensify a covered facility.

Large load customer facility: means a facility or use with an anticipated monthly peak electric load of 50 megawatts or more, calculated as the highest average load over a 15-minute interval at a single location. The term includes customers or other entities that have entered into colocation or similar agreement at a single location where the aggregate anticipated monthly peak load at that location meets or exceeds 50 megawatts. A customer, applicant, owners, operator, or other entity may not separate electrical load into multiple smaller connections, meters, accounts, parcels, phases, tenants, or related facilities at a single location for the purpose of avoiding this definition.

Large-scale data center: means a single location, with a data center on site, that has an anticipated monthly peak electric load of 50 megawatts or more, calculated as the highest average load over a 15-minute interval. The term includes customers or other entities that have entered into a colocation or similar agreement at a single location where the aggregate anticipated monthly peak load at that location meets or exceeds 50 megawatts.

Moratorium period: means the period beginning on the effective date of this Ordinance and ending one year thereafter, unless earlier terminated or extended by action of the Pensacola City Council as provided herein.

SECTION 3. TEMPORARY MORATORIUM ESTABLISHED.

A temporary moratorium is hereby imposed on the acceptance, processing, review, approval, or issuance of any application, development approval, development permit, building permit, construction plan approval, certificate of concurrency, capacity reservation, or other City approval for the establishment, construction, expansion, or intensification of any large scale data center or large-load customer facility within the city limits of Pensacola. During the moratorium period, City staff shall not accept, process, review, approve, or issue any such application or approval, except as expressly provided in this Ordinance.

SECTION 4. DURATION.

The moratorium shall commence on the effective date of this Ordinance and shall remain in effect for one year, unless earlier terminated by the Pensacola City Council. The City Council may extend the moratorium by ordinance after public hearing upon a finding that

additional time is necessary to complete the study, drafting, public review, transmittal, adoption, implementation, or legal review of Code of Ordinances, Comprehensive Plan or Land Development Code amendments addressing large-scale data centers or large load customer facilities.

SECTION 5. STUDY AND EVALUATION.

During the moratorium period, Pensacola city staff shall conduct a comprehensive review of the potential impacts associated with large-scale data center and large load customer facilities, including but not limited to:

1. Groundwater withdrawal impacts, particularly as they relate to the Floridan Aquifer and coastal aquifer management policies;
2. Water supply and wastewater treatment capacity, including potential impacts on municipal and regional water systems;
3. Electrical grid capacity and infrastructure requirements, including consultation with regional electric utilities regarding long-term demand impacts;
4. Land use compatibility, including appropriate zoning classifications and development standards for such facilities;
5. Environmental considerations, including impacts on wetlands, coastal ecosystems, agricultural lands, noise, lighting, and surrounding land uses;
6. Best practices employed by other jurisdictions in Florida and through the United States for the regulation of large-scale data centers and large-load customer facilities development.

SECTION 6. EXCEPTIONS.

This moratorium shall not apply to:

1. Ordinary repair, maintenance, or replacement of existing lawful equipment, structures, or facilities, provided such work does not increase electric load, water demand, cooling capacity, floor area, generator capacity, battery storage capacity, or fuel storage capacity so as to establish, expand, or intensify a large-scale data center or large load customer facility;
2. Interior alterations to an existing facility that do not establish, expand, or intensify a large-scale data center or large load customer facility;
3. Emergency work necessary to protect public health, safety, or welfare;
4. Permits necessary to correct unsafe conditions or code violations;
5. Government-owned public safety, emergency management, emergency communications, or critical public infrastructure facilities;
6. Developments authorized by a final, unexpired City approval and building permit issued before the effective date of this Ordinance, provided the proposed work is consistent with such approvals and does not require a material modification; and
7. Any application or approval expressly exempted by the Pensacola City Council after a finding that application of the moratorium is not necessary to protect the

public health, safety, or welfare and would not impair the purposes of this Ordinance.

SECTION 7. CONFLICTS.

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

SECTION 8. SEVERABILITY.

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 9. EFFECTIVE DATE.

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

Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed Ordinance No. 13-26 – AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA; IMPOSING A TEMPORARY MORATORIUM ON THE ACCEPTANCE, REVIEW, OR APPROVAL OF APPLICATIONS FOR DEVELOPMENT PERMITS, REZONING, SITE PLANS, AND OTHER CITY APPROVALS FOR LARGE-SCALE DATA CENTERS AND LARGE LOAD CUSTOMER FACILITIES WITHIN THE PENSACOLA CITY LIMITS; PROVIDING FOR AUTHORITY; PROVIDING LEGISLATIVE FINDINGS OF FACT; PROVIDING DEFINITIONS; PROVIDING FOR THE IMPOSITION OF TEMPORARY MORATORIUM; PROVIDING FOR DURATION OF TEMPORARY MORATORIUM; PROVIDING FOR STUDY AND EVALUATION; EXCEPTIONS; CONFLICTS; SEVERABILITY; AND AN EFFECTIVE DATE.

The City is of the view that the exception(s) to the Business Impact Estimate requirement that are checked off in a box below apply to the above-referenced proposed ordinance, although the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. This proposed ordinance imposes a temporary moratorium on the ACCEPTANCE, REVIEW, OR APPROVAL OF APPLICATIONS FOR DEVELOPMENT PERMITS, REZONING, SITE PLANS, AND OTHER CITY APPROVALS FOR LARGE-SCALE DATA CENTERS AND LARGE LOAD CUSTOMER FACILITIES WITHIN THE PENSACOLA CITY LIMITS.

2. With current information, it is unknown at this time what, if any economic impact the proposed ordinance will have on currently operating for-profit businesses within the City.

3. This ordinance does not anticipate any direct compliance costs that businesses might reasonably incur.

4. There will be no new charge or fee imposed by the proposed ordinance.

5. The proposed ordinance does not anticipate any increased regulatory costs.

6. The proposed ordinance will not directly impact any businesses.

7. Additional information (if any, but may wish to include the methodology used to derive information for #1 and #2, above. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the chamber of commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses based on feedback from businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not impose costs only upon businesses.): None

Robyn Tice

From: Don Kraher
Sent: Thursday, July 16, 2026 10:26 AM
To: Ericka Burnett; Robyn Tice
Subject: FW: Follow-up to Council: Data Center Moratorium – Regulatory Clarification and FPL Process Overview
Attachments: LLCS Capacity Reservation Milestones and Process (v.6.24.26).pdf

Sensitivity: Private

FYI.

Don Kraher
Council Executive
Office of City Council
222 W. Main Street
Pensacola, FL 32502
(850) 435-1686 – Office
(850) 384-6363 – Cell

From: Don Kraher
Sent: Thursday, July 16, 2026 10:26 AM
To: Allison Patton <APatton@cityofpensacola.com>; Jennifer Brahier <JBrahier@cityofpensacola.com>; Charles Bare <CBare@cityofpensacola.com>; Casey Jones <cjones@cityofpensacola.com>; Jared Moore <JMoore@cityofpensacola.com>; Teniade Broughton <TBroughton@cityofpensacola.com>; Delarian Wiggins <dewiggins@cityofpensacola.com>
Cc: Elaine Mager <EMager@cityofpensacola.com>; Sonja Gaines <SGaines@cityofpensacola.com>; Yvette McLellan <YMcLellan@cityofpensacola.com>
Subject: FW: Follow-up to Council: Data Center Moratorium – Regulatory Clarification and FPL Process Overview
Sensitivity: Private

Council President and Members of City Council

Based on a question posed during the Agenda Conference re Data Centers, please see the information below and attached in response.

Respectfully,

Don Kraher
Council Executive
Office of City Council
222 W. Main Street
Pensacola, FL 32502
(850) 435-1686 – Office
(850) 384-6363 – Cell

From: Clifford Collins Jr. <ClCollins@cityofpensacola.com>
Sent: Thursday, July 16, 2026 10:20 AM

To: Sherry Morris <SMorris@cityofpensacola.com>; Don Kraher <DKraher@cityofpensacola.com>
Cc: Jared Moore <JMoore@cityofpensacola.com>; David Stafford <DStafford@cityofpensacola.com>; DC Reeves <DCReeves@cityofpensacola.com>; Shannon Nickinson <SNickinson@cityofpensacola.com>; Adrianne Walker <AWalker@cityofpensacola.com>; Adam Cobb <ACobb@cityofpensacola.com>; Kia Goldsmith <KGoldsmith@cityofpensacola.com>
Subject: Follow-up to Council: Data Center Moratorium – Regulatory Clarification and FPL Process Overview
Sensitivity: Private

Don,

Following Councilmember Moore's questions at the Agenda Conference on Monday, July 13, 2026, regarding the proposed moratorium on data centers, I'm providing the information below to help clarify the regulatory framework and approval process that applies to these facilities under current law.

Electricity usage for large-scale data centers is not determined or monitored through the local permitting process. Both the power and water consumption for these facilities are governed by state statute. Senate Bill 484, which took effect July 1, 2026, requires that large data centers pay for their own cost of service to prevent those costs from being passed on to residential or small business customers. It also requires a Consumptive Use Permit (CUP) from the Water Management District. As part of CUP approval, the WMD and DEP may require the use of reclaimed water.

To move forward with a large-scale data center, an applicant would need to have already sought and obtained approval for water consumption and secured reserved capacity from FPL for its electrical needs.

FPL's process for evaluating and reserving capacity includes the attached "LLCS Capacity Reservation Milestones and Process" document. Their initial application for a facility assessment can be found here: **Facility Assessment Request**.

The FPL representative @Sherry Morris spoke with described the overall process as follows:

We typically begin with a high-level facility assessment with that facility assessment request. This step evaluates the existing infrastructure near a site and provides a preliminary, non-binding indication of capacity availability and estimated costs to serve the project.

If the project is viable, the next step is to enter our formal Large Load Capacity Reservation process, which includes an engineering/system impact study. This study is initiated through execution of a study agreement and payment of a deposit (currently $500,000). Our engineers determine available capacity, required system upgrades, project costs, and schedule.

Following completion of the study, the customer must:

- ✓ review and accept the study results
- ✓ execute the applicable agreements
- ✓ provide required payments for infrastructure (CIAC)

It is important to note that capacity is not reserved during the early stages of the process. Capacity is only secured once all milestone requirements are completed and the LLCS Service Agreement is fully executed.

From the local regulatory perspective, the City's Land Development Code does not currently address Data Centers, Large Load Customer Facilities, or Large-Scale Data Centers. These uses are of a scale and intensity such that we would consider the M-2 Heavy Industrial District as the only possible location for review. The M-2 (Heavy Industrial District) allows any use permitted in M-1 (Light Industrial District) and also states that any use not permitted in the preceding district may be allowed upon development plan review by the Planning Board and City Council.

Because the M-1 District does not list Data Centers or similar uses, approval today would require a site located in the M-2 District and would be subject to Planning Board and Council review. Any applicant seeking to locate within the City would need to submit their required state approvals as part of that review.

Please let us know if you have any questions.

Cliff

Clifford "Cliff" Collins, Jr.
Associate City Administrator
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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.

Florida Power & Light Company – Large Load Contract Service
Capacity Reservation Milestones and Process

The purpose of this document is to outline the Florida Power & Light Company ("**FPL**" or "**Company**") process, policies, and factors associated with providing generation and transmission capacity for Applicants requesting service under the proposed Large Load Contract Service ("**LLCS**") Tariffs.

PLEASE NOTE:

THIS DOCUMENT IS TO BE USED AS AN INSTRUCTIONAL GUIDE ONLY AND THE AVAILABILITY OF GENERATION AND TRANSMISSION CAPACITY TO SERVE THE APPLICANT WILL BE DEPENDENT ON THE FACTS AND CIRCUMSTANCES SPECIFIC TO THE APPLICANT'S REQUEST FOR SERVICE AND THE STATUS OF FPL'S SYSTEM.

IN NO EVENT SHALL THE COMPANY BE OBLIGATED TO PROVIDE SERVICE TO AN LLCS APPLICANT (i) UNLESS AND UNTIL THERE IS SUFFICIENT GENERATION AND TRANSMISSION CAPACITY TO PROVIDE SUCH SERVICE, OR (ii) IF PROVIDING SUCH SERVICE WOULD AFFECT THE SAFE AND ADEQUATE SERVICE OR VOLTAGE TO OTHER CUSTOMERS SERVED BY THE COMPANY.

THERE IS A FINITE AMOUNT OF GENERATION AND TRANSMISSION CAPACITY THAT MAY BECOME AVAILABLE ON FPL'S SYSTEM AT A GIVEN TIME, AND THERE ARE MULTIPLE ENTITIES REQUESTING TO BE SERVED BY THE SAME CAPACITY. AT NO POINT PRIOR TO THE COMPLETION OF THE FINAL MILESTONE OUTLINED HEREIN SHOULD THE APPLICANT OR FPL CONSIDER ANY CAPACITY ON FPL'S SYSTEM RESERVED OR OTHERWISE COMMITTED.

I. General Terms and Conditions

1. Single Location.
    a. For purposes of service under the LLCS Tariffs, a single location means a geographic area that is owned, operated, used, or leased by Applicant and/or an affiliate of Applicant, which can include a contiguous or adjacent lot to the area with the Applicant's point of delivery, and may be considered the Applicant's premises regardless of lots, easements, public throughfares, or rights-of-way.
    b. Unless otherwise determined by FPL, all service required by the Applicant at a single location shall be furnished through one primary meter at the available transmission voltage.

c. Load shall not be aggregated across multiple locations, and each location must maintain its own dedicated metering arrangement.

2. Proposed Facility.

   a. Unless otherwise mutually agreed by the Parties, the Applicant shall be responsible to acquire all Federal, state, local, and other Governmental Authority permits, licenses, or other approvals that may be required for the development of the site for the Proposed Facility and the construction, operation, and maintenance of the Proposed Facility, as well as to comply with and satisfy any conditions imposed on any such approvals.

   b. The Parties agree to collaborate and, where appropriate, assist the Applicant in obtaining all necessary approvals in an expeditious manner. Provided, however, the Applicant is solely responsible for all costs associated with the approvals required for the Proposed Facility.

3. Generation Resource(s).

   a. FPL will have sole discretion to select the resource(s) necessary and appropriate to serve the Applicant's Proposed Facility consistent with FPL's standard total system resource planning process and the applicable Ten-Year Site Plan approved by the Florida Public Service Commission.

   b. The Applicant has no right or entitlement to select the type, characteristics, size, or location of the generation resource(s) to be used by FPL to serve the Proposed Facility.

4. System Study.

   a. An engineering and system impact study ("**System Study**") is required before FPL can provide estimates for the in-service date, load ramp, total contract demand, and total costs to extend service to the Applicant.

   b. The Applicant is responsible to provide FPL with all data and information deemed necessary and appropriate by FPL to complete the System Studies.

5. In-Service Date.

   a. The in-service date, which is the date that FPL projects to install the facilities and capacity necessary to begin providing electric service to the Proposed Facility, shall not commence before the later of: (i) the date that construction of the electric facilities necessary to interconnect the Proposed Facility with the FPL system is complete; or (ii) the date which FPL has sufficient generation capacity to safely and adequately serve the Proposed Facility consistent with FPL's standard total system resource planning process.

   b. The Parties shall collaborate on identifying the projected in-service date; provided, however, that FPL has no obligation to provide service to the Proposed Facility (i) unless and until there is sufficient generation capacity to provide such service, or (ii) if providing such service would affect the safe and adequate service or voltage to other customers served by FPL.

6. Tariff and Rates.

   a. The rules, regulations, terms, and rates for providing electric service to the Proposed Facility are subject to the FPL tariff on file with the Florida Public Service Commission, as may be amended, updated, or revised from time-to-time subject to and upon approval by the Florida Public Service Commission.

   b. Contribution-In-Aid of Construction ("**CIAC**")

      i. The Applicant will be required to make all payments required by and calculated pursuant to the CIAC rule set forth in the Company Tariff in effect at the time of the payment. FPL's current CIAC tariff rule on file with the Florida Public Service Commission is provided as "**Appendix A**."

      ii. If the cost to extend service to the Proposed Facilities is $50 million or more, the Applicant is required to provide an upfront payment of the projects, subject to refund, consistent with FPL's CIAC tariff rule. In the event the cost to extend service to the Proposed Facilities is less than $50 million, the Applicant shall be required to enter and comply with the Performance Guaranty Agreement in FPL's tariff on file with the Florida Public Service Commission, which is provided as "**Appendix B**."

      iii. FPL has no obligation to begin any construction related activities associated with extending electric service to the Proposed Facility, including ordering or acquiring any necessary equipment, unless and until Applicant submits payment of the CIAC as required by the tariff in effect at that time.

   c. Rates for Service.

      i. The Proposed Facility will be subject to the terms and rates set forth in the applicable Rate Schedule Large LLCS-1 or Rate Schedule LLCS-2, which are provided as "**Appendix C**" and "**Appendix D**."

      ii. The Applicant understands that Applicant shall be required to enter and comply with the LLCS Service Agreement, which is provided as "**Appendix E**."

   d. Prospective Changes in Tariff and Rates

      i. The rules, regulations, terms, and rates for providing electric service to the Proposed Facility may be amended, updated, or revised from time-to-time subject to and upon approval by the Florida Public Service Commission.

      ii. If applicable to the Proposed Facility, any such changes approved by the Florida Public Service Commission would apply prospectively to the Proposed Facility as of the effective date of the approved change.

II. Milestones and Factors to Reserve Capacity

1. Confidentiality Agreement/Non-Disclosure Agreement ("**CA/NDA**")
    a. Each unaffiliated entity must enter a CA/NDA with FPL.
    b. Developers cannot share confidential FPL information with third parties that are not parties to the CA/NDA between FPL and the developer.

2. Capacity Reservation Milestones and Process Document ("Process Document")
    a. This Process Document and its Appendices are made available upon request and prior to the execution of the agreement for the System Study.
    b. By executing the agreement for the System Study, the Applicant acknowledges that the Process Document and its Appendices were made available and the applicant had an opportunity to review.

3. System Study
    a. A System Study is required for all LLCS interconnect requests to determine:
        i. Initial in-service date – date that FPL estimates it will be ready to begin providing electric service.
        ii. Load ramp – the load ramp that FPL can feasibly meet without impacting service to other customers.
        iii. Total contract demand – the total load that FPL can feasibly serve at the applicant's requested location.
        iv. Total costs to extend service and CIAC amount that applicant is responsible to pay.
        v. Project scope and feasibility, and technical/engineering and operational requirements.
        vi. NOTE: The costs, timing, and capacity available to interconnect FPL's system with the Applicant's site cannot be determined unless and until the system study is completed.
    b. Applicant must request a System Study for peak contract demand and load ramp at Applicant's preferred site, which includes:
        i. Execution of System Study Agreement.
        ii. Payment of deposit(s) for System Study.
        iii. System Studies are completed on first-come, first-serve basis.
        iv. A System Study typically takes approximately 6-9 months depending on complexity of project.
        v. A System Study does not officially start until a Notice of Completion is sent by FPL that confirms all data and information necessary to complete the System Study has been received from the Applicant.
        vi. Material changes in Applicant's project and timing could delay completion of the System Study and/or require a re-study and further engineering deposit(s).

c. FACTORS: The timeline and amount of generation and transmission capacity available is dependent upon multiple factors specific to each Applicant, including, but not limited to:

i. Peak contract demand requested by Applicant.

ii. Load ramp requested by Applicant.

iii. Whether Applicant's site and proposed connection point are located within one of the three regions available to be served under rate schedule LLCS-1.

iv. Proximity of Applicant's site to an existing FPL transmission line capable of serving Applicant's peak contract demand.

v. Timeline to complete any system upgrades to FPL transmission needed to serve Applicant.

vi. Timeline required to deploy any additional generation capacity to match Applicant's requested load ramp and peak contract demand.

4. Acceptance of System Study

a. The Applicant must accept the System Study results within 6 months from date of completion and issuance of the System Study results, with a one-time option to extend the acceptance period by 3 months (maximum 9 months total).

b. Steps required to accept the results of the System Study:

i. Applicant and Customer (*if different from Applicant*) executes the FPL Construction and Operating Agreement that memorializes the System Study results and timing.

ii. Applicant and/or Customer must pay in full any CIAC required under FPL's tariff and post required security for transmission and distribution costs (either Performance Guaranty Agreement or upfront payment if total project costs are more than $50 million). (See Appendices A and B)

c. Failure to timely accept by completing each of the foregoing steps, System Study becomes null and void.

i. The used portion of the deposit for the System Study shall not be refunded to the Applicant.

ii. Any renewed or new requests by Applicant/Customer to interconnect the same or similar facilities shall require deposit(s) for new System Studies.

6. Reservation of Capacity

   a. **Customer** (*not Applicant if different*) must execute the LLCS Service Agreement and post Performance Security to reserve capacity. (See MOU Appendices C-E.)

      i. LLCS Service Agreement may be executed at the time the System Study is accepted, **but no later than 45 days** from the effective date of the Construction and Operating Agreement.[1]

      ii. Performance Security required by the LLCS Service Agreement must be posted **within 5 days** from the effective date of the LLCS Service Agreement.

      iii. If not already paid, within 45 days from the effective date of the LLCS Service Agreement, Customer shall make all payments required by and calculated pursuant to the CIAC rule set forth in the FPL's FPSC-approved tariff.

   b. Failure to timely enter approved tariffs, pay CIAC, and post Performance Security shall result in:

      i. Release of generation and transmission capacity and loss of queue position.

      ii. System Study and associated Construction and Operating agreement becoming null and void.

      iii. The used portion of the deposit for the System Study shall not be refunded to the Applicant.

[1] Note: For any System Studies completed prior to December 31, 2025, the Applicant will have until September 30, 2026, to execute the LLCS Service Agreement.

APPENDIX A

FPL CIAC Tariff

11.0 INSTALLATION OF NEW OR UPGRADED FACILITIES

SECTION 11.1 GENERAL

In accordance with F.A.C. Rule 25-6.064 this tariff section applies to requests for new or upgraded facilities. Nothing herein shall alter the charges or provisions outlined in sections 10 and 13 of this tariff.

An Applicant can be any person, corporation, or entity capable of complying with the requirements of this tariff that has made a request for new or upgraded facilities in accordance with this tariff.

11.1.1 CONTRIBUTION-IN-AID OF CONSTRUCTION (CIAC)

A CIAC shall be required from Applicants requesting new or upgraded facilities prior to construction of the requested facilities based on the formulas presented below.

(a) The CIAC for new or upgraded overhead facilities ($CIAC_{OH}$) shall be calculated as follows:

$CIAC_{OH}$	=	Total estimated work order job cost of installing the facilities	-	Four years expected incremental base energy revenue	-	Four years expected incremental base demand revenue, if applicable

(i) The cost of the service drop and meter shall be excluded from the total estimated work order job cost for new overhead facilities.

(ii) The net book value and cost of removal, net of the salvage value, for existing facilities shall be included in the total estimated work order job cost for upgrades to those existing facilities.

(iii) The expected annual base energy and demand charge revenues shall be estimated for a period ending not more than 5 years after the new or upgraded facilities are placed in service.

(iv) In no instance shall the $CIAC_{OH}$ be less than zero.

(b) The CIAC for new or upgraded underground facilities ($CIAC_{UG}$) shall be calculated as follows:

$CIAC_{UG}$	=	$CIAC_{OH}$	+	Estimated difference between the cost of providing the service underground and overhead

(c) For non-governmental Applicants that require new or upgraded facilities with a total estimated cost of $50 million or more at the point of delivery, the Applicant shall be required to advance the total estimated work order job cost of installing the facilities required to provide service prior to construction of the requested facilities. The total estimated work order job cost shall be subject to refund less the required CIAC amount calculated in section 11.1.1(a) or 11.1.1(b). Upon the in-service date, the Applicant shall receive a monthly refund consisting of the applicable base energy charges and base demand charges actually incurred by the Applicant during that same monthly billing period. Such refund amount will be applied as a bill credit to the Applicant's monthly bill for a period not to exceed five (5) years from the in-service date or until the total estimated work order job cost of installing the facilities less the required CIAC has been refunded, whichever occurs first. The total amount to be refunded through bill credits shall not exceed the total estimated work order job cost of installing the facilities less the required CIAC, nor will the refund period exceed a period of five (5) years from the in-service date. Any unrefunded balance remaining five (5) years from the in-service date will become a non-refundable. If this section 11.1.1(c) is applicable, the Applicant shall not be subject to a Performance Guaranty Agreement.

11.1.2 CIAC True-Up

An Applicant may request a one-time review of a paid CIAC amount within 12 months following the in- service date of the new or upgraded facilities. Upon receiving a request, which must be in writing, the Company shall true-up the CIAC to reflect the actual construction costs and a revised estimate of base revenues. The revised estimate of base revenues shall be developed from the actual base revenues received at the time the request is made. If the true-up calculation result is different from the paid CIAC amount, the Company will either issue a refund or an invoice for this difference. This CIAC review is available only to an initial Applicant who paid the original full CIAC amount, not to any other Applicants who may be required to pay a pro-rata share as described in section 11.1.3.

(Continued on Sheet No. 6.200)

(Continued from Sheet No. 6.199)

11.1.3 Proration of CIAC

CIAC is pro-ratable if more Applicants than the Initial Applicant are expected to be served by the new or upgraded facilities ("New Facilities") within the three-year period following the in-service date. The Company shall collect the full CIAC amount from the Initial Applicant. Thereafter, the Company shall collect, and pay to the Initial Applicant, a pro-rata share of the CIAC from each additional Applicant to be served from these New Facilities until the three-year period has expired, or until the number of Applicants served by the New Facilities equals the number originally expected to be served during the three-year period, whichever comes first. Any CIAC or pro-rata share amount due from an Applicant shall be paid prior to construction. For purposes of this tariff, the New Facilities' in-service date is defined as the date on which the New Facilities are installed and service is available to the Initial Applicant, as determined by the Company.

SECTION 11.2 INSTALLATION OF UNDERGROUND ELECTRIC DISTRIBUTION FACILITIES FOR NEW CONSTRUCTION

11.2.0 Distribution System

Electric service facilities consisting of primary and secondary conductors, service drops, service laterals, conduits, transformers and necessary accessories and appurtenances for the furnishing of electric power at utilization voltage.

11.2.1 Application

This tariff section applies to all requests for underground electric distribution facilities where the facilities requested will constitute new construction, other than those requests covered by sections 10, 12 and 13 of this tariff. Any Applicant may submit a request as follows. Requests shall be in writing and must specify in detail the proposed facilities that the Applicant desires to be installed as underground electric distribution facilities in lieu of overhead electric distribution facilities. Upon receipt of a written request FPL will determine the non-refundable deposit amount necessary to secure a binding cost estimate and notify the applicant of said amount. Where system integrity would be compromised by the delay of a system improvement due to the time allowances specified below, said time allowances shall be reduced such that all terms and conditions of this tariff must be met 30 days prior to the date that construction must begin to allow the underground facility to be completed and operable to avert a system compromise.

11.2.2 Contribution-in-Aid-Of-Construction (CIAC)

Upon the payment of a non-refundable deposit by an Applicant, FPL shall prepare a binding cost estimate specifying the contribution-in-aid-of-construction (CIAC) required for the installation of the requested underground distribution facilities in addition to any CIAC required for facilities extension, where the installation of such facilities is feasible, and provide said estimate to the Applicant upon completion of the estimate along with an Underground Distribution Facilities Installation Agreement. The CIAC may be subject to increase or refund if the project scope is enlarged or reduced at the request of the Applicant, or the CIAC is found to have a material error prior to the commencement of construction. The binding cost estimate provided to an Applicant shall be considered expired if the Applicant does not enter into an Underground Distribution Facilities Installation Agreement and pay the CIAC amount specified for the installation of the requested underground electric distribution facilities within 180 days of delivery of the binding cost estimate to the Applicant by FPL.

11.2.3 Non-Refundable Deposits

The non-refundable deposit for a binding cost estimate for a direct buried cable in conduit underground electric distribution system shall be determined by multiplying the number of proposed trench feet for new underground electric distribution facilities to be installed by $0.75. The deposit must be paid to FPL to initiate the estimating process. The deposit will not be refundable, however, it will be applied in the calculation of the CIAC required for the installation of underground distribution facilities. The deposit and the preparation of a binding cost estimate are a prerequisite to the execution of an Underground Distribution Facilities Installation Agreement. If the request for underground electric distribution facilities involves less than 250 proposed trench feet then no deposit will be required for a binding cost estimate, provided, however, that all other requirements of this tariff shall still apply.

(Continued on Sheet No. 6.210)

APPENDIX B

FPL Performance Guaranty Agreement Tariff

PERFORMANCE GUARANTYAGREEMENT

FPL Work Order No. _____
_____
_____

This Performance Guaranty Agreement ("Agreement"), made this _____ day of _____20____, is by and between _____ (hereinafter "Applicant") and FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida, (hereinafter the"Company").

WITNESSETH:

Whereas, in connection with the property located at_____, in _____, Florida (the "Premises"), Applicant has requested that Company install electric infrastructure in order to provide electric service to the Premises;

Whereas, Applicant's estimate of the electric power needs of the Premises will require an expansion of Company's present electric system and, due to their nature, location, voltage, or other characteristics, the requested facilities are not likely to be required by other customers within five years following the requested date for the proposed system expansion;

Whereas, because of the uncertainty that Company will fully recover its investment in such infrastructure expansion should the Customer's projected load not materialize and the need to avoid placing the burden for those costs on Company's other customers; and

Whereas, Applicant is willing to provide assurance that Company will recover its investment in the expansion of Company's electric system based on Applicant's projections in the event that sufficient revenue from service to the Premises is not realized;

Now, therefore, in recognition of the foregoing premises and in consideration of the covenants and promises set forth herein below, Company and Applicant do hereby agree as follows:

ARTICLE I - DEFINITIONS

1.1 "Base Revenue" is the portion of electric revenue received by Company during the Performance Guaranty Period for electric service to the Premises consisting only of applicable base demand charges, base non-fuel energy charges, and facilities rental charges, if applicable. Base Revenue excludes, without limitation, capacity payment, customer, conservation, environmental, and fuel charges, franchise fees, and taxes.

1.2 "Performance Guaranty Period" is the period of time commencing with the day on which the requested level of service is installed and available to Customer, as determined by Company, ("In-Service Date"), and ending on the fourth anniversary of the In-Service Date ("Expiration Date").

ARTICLE II - PERFORMANCE GUARANTYAMOUNT

2.1 The amount of the Performance Guaranty is the total cost of facilities to be installed to serve the Premises, as estimated by Company, less the amount of Contribution In Aid of Construction paid, if any, by the Applicant pursuant to Company's General Rules and Regulations for Electric Service.

(Continued on Sheet No. 9.947)

(Continued from Sheet No. 9.946)

= $_____ Estimated total cost of facilities to be installed to serve the Premises
- $_____ Contribution In Aid of Construction (CIAC) paid by Applicant
- $_____ Engineering Deposit if applicable
= $_____ Performance Guaranty

The Applicant shall provide the above-specified Performance Guaranty to Company prior to Company installing the facilities to ensure that the Base Revenue justifies Company's investment.

2.2 This Agreement does not apply in lieu of CIAC. Nothing in this Agreement shall be construed as prohibiting Company from collecting from Applicant a CIAC for underground service, where otherwise applicable.

2.3 The facilities to be installed to serve the Premises, together with their estimated costs, are shown on Exhibit A of this Agreement.

ARTICLE III - PAYMENT AND REFUND

3.1 At Applicant's option, the Performance Guaranty may be posted with Company in cash, or may be secured either by a surety bond or irrevocable bank letter of credit in a form acceptable to Company. At the end of Performance Guaranty Period, or upon termination of service by Applicant, whichever is earlier, if the Base Revenue is less than the Performance Guaranty, Applicant shall pay to Company the Performance Guaranty, less the amount of Base Revenue.

3.2 If, during the Performance Guaranty Period, Base Revenue equals or exceeds the Performance Guaranty and Applicant secured the Performance Guaranty through a surety bond, or irrevocable letter of credit, such bond or letter of credit shall be released or cancelled, or the amount secured by such instrument shall be reduced by the amount of the Performance Guaranty, as applicable.

3.3 If the Applicant elects to post the Performance Guaranty in cash, the Company agrees on a quarterly basis to reduce the Performance Guaranty cash balance by the amount of the previous month's Base Revenue charges and refund the same amount to Applicant, until such time the Performance Guaranty cash balance is depleted.

3.4 In the event that Company's construction of facilities shown on Exhibit A commences but is not completed due to a change in Applicant's plans or other circumstances related to the Premises that are not within Company's control, or if twelve months following the effective date of this Agreement Company has been unable to complete the requested installation and provide an In-Service Date due to changes or delays in Applicant's schedule or plans, Company shall be immediately entitled to an amount of the Performance Guaranty equal to Company's construction expenditures incurred in connection with this Agreement. Thereafter, Company may elect to terminate this Agreement and the balance, if any, of the Performance Guaranty will be refunded if Applicant posted a cash Performance Guaranty.

ARTICLE IV – TERM OFAGREEMENT

The term of this Agreement shall commence on the date first above written and end on the Expiration Date, or on the date Base Revenue equals the Performance Guaranty, whichever is earlier, unless terminated earlier pursuant to Section 3.04.

(Continued on Sheet No. 9.948)

(Continued from Sheet No. 9.947)

ARTICLE V - FINALSETTLEMENT

Upon the termination or expiration of this Agreement, any portion of the Performance Guaranty not previously refunded or otherwise eligible for refund under the terms of this Agreement shall be retained by Company, and any remaining balance of the Performance Guaranty that is subject to a letter of credit or surety bond shall become immediately due and payable.

ARTICLE VI - TITLE ANDOWNERSHIP

Title to and complete ownership and control over the above-referenced expansion shall at all times remain with Company and Company shall have the right to use the same for the purpose of serving other customers.

ARTICLE VII - ENTIREAGREEMENT

This Agreement supersedes all previous agreements, or representations, whether written or oral, between Company and Applicant, made with respect to the matters herein contained, and when duly executed constitutes the entire agreement between the parties hereto.

ARTICLE VIII - HEIRS, SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto, but Applicant shall not assign this Agreement without first having obtained the written consent of Company, such consent not to be unreasonably withheld.

ARTICLE IX – SUBJECT TO FPSC RULES

This Agreement is subject to the Rules and Orders of the FPSC and to Company's Electric Tariff, including, but not limited to the General Rules and Regulations for Electric Service (collectively "Regulations"), as such Regulations are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the Regulations, the provisions of said Regulations shall control, as they are now written, or as they may be hereafter revised, amended or supplemented, and, at Company's request, Customer agrees to conform this Agreement to such provisions, or enter into a new Agreement reflecting such provisions. This Agreement shall not be used in lieu of applicable requirements set forth in the Regulations pertaining to contributions in aid of construction, advances or deposits.

In Witness Whereof, Applicant and Company hereby have caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted by:

	FLORIDA POWER & LIGHT COMPANY
Applicant (Print/Type Name of Organization)	
By:_____	By:_____
Signature (Authorized Representative)	Signature (Authorized Representative)
_____	_____
(Print or Type Name)	(Print or Type Name)
Title: _____	Title: _____

Bond No. _____

Service Address (Location) _____

_____

SURETY BOND FOR PERFORMANCE
GUARANTY AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:
THAT WE,_____, as Principal, and_____, a surety company authorized to do business in the State of Florida, as Surety are held and firmly bound to Florida Power & Light Company, a corporation organized and existing under the laws of the State of Florida, its successors and assigns, in the amount of _____($_____), in lawful money of the United States of America for the payment of which the Principal and Surety, their heirs, executors, administrators, successors and assigns, are hereby jointly and severally bound. **This amount may be reduced according to Article III of the performance guaranty agreement, a copy of which is attached hereto and made a part hereof.**

WHEREAS, pursuant to its authorized General Rules and Regulations for Electric Service, Florida Power & Light Company requires the Principal to furnish a bond guaranteeing the satisfactory performance under the performance guaranty agreement.

NOW THEREFORE, the condition of this obligation is such that if the Principal shall promptly pay all amounts which may be due by Principal to Florida Power & Light Company under the above performance guaranty agreement in the Principal's name at any or all premises, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

PROVIDED FURTHER, that regardless of the number of years this bond shall continue or be continued in force and of the number of premiums which shall be payable or paid, the Surety shall not be liable thereunder for a larger amount, in the aggregate, than the amount of this bond, unless suit must be brought for enforcement of the within obligations in which case the Surety will also be liable for all costs in connection therewith and reasonable attorneys' fees, including costs of and attorneys' fees for appeals; and

PROVIDED FURTHER, that should the Surety so elect, this bond may be cancelled by the Surety as to subsequent liability by giving thirty (30) days notice in writing by certified mail-return receipt requested to Florida Power & Light Company at P.O. Box 025209, Miami, Florida 33102-5209. The notice of cancellation shall not be effective unless it includes the Principal's name and copy of attached performance guaranty agreement.

Corporate Seal of Principal

Principal:_____
General Partner: _____
(if applicable)

NOTARY SEAL/STAMP (PRINCIPAL)

By:_____Title: _____

NOTARY CERTIFICATE-PRINCIPAL SIGNATURE

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this_____day of_____,_____by _____, and_____, ☐ who is (are) personally known to me or ☐ has (have) produced _____as identification or by means of [] physical presence or [] online notarization, and who did (did not) take an oath.

And

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this day of_____,_____, by _____.

My Commission Expires:_____ Notary Public
Print Name:_____

Surety

Corporate Seal of Surety

By:_____
(Designated in attached Power of Attorney. If not Florida resident, countersigned below.)
Print Name:_____
Countersigned By:_____
(Florida resident agent)
Print Name:_____
Print Address:_____

NOTARY SEAL/STAMP (SURETY)

NOTARY CERTIFICATE - SURETY SIGNATURE

STATE OF_____

COUNTY OF _____

The foregoing instrument was acknowledged before me this_____day of_____,_____by_____, and_____, ☐ who is (are) personally known to me or ☐ has (have) produced _____as identification or by means of [] physical presence or [] online notarization, and who did (did not) take an oath.

And

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization, this day of_____,_____, by _____.

My Commission Expires:_____ Notary Public Print Name:_____

IRREVOCABLE BANK LETTER OF CREDIT FOR PERFORMANCE GUARANTY AGREEMENT

Date _____ Premises (Location) _____

Irrevocable Bank Letter of Credit No. _____ Amount $ _____
(NUMERICAL AMOUNT)

APPLICANT:
_____
_____
_____
Attention: _____

BENEFICIARY:
FLORIDA POWER & LIGHT COMPANY
_____
_____
Attention: _____

We hereby authorize Florida Power & Light Company to draw on us, our successor or assignee at sight at the offices

of _____ for
(FINANCIAL INSTITUTION) (STREET ADDRESS) (CITY) (STATE) (ZIP)

any sum not exceeding _____ ($ _____) in United States currency for the exclusive
(WRITTEN AMOUNT)
purpose of securing payment as outlined in the performance guaranty agreement, with Applicant Name and Address.

The draft must be presented to us accompanied by a copy of this Letter of Credit and a signed statement from you to the effect that the amount for which the draft is drawn represents amounts due and payable by _____ which are owed.
(APPLICANT NAME)

The draft must bear upon its face the clause, "Drawn under Letter of Credit No. _____
dated _____, _____, of _____ (FINANCIAL INSTITUTION)
at _____
(STREET ADDRESS) (CITY) (STATE) (ZIP CODE)

You may draw up to the above amount in one or more drafts.

TO OUR KNOWLEDGE, NONE OF THE FOLLOWING ENTITY CONDITIONS EXIST BETWEEN PARTIES OF THIS DOCUMENT:

A) An ownership relationship exists between parties.
B) Parties are owned by a common entity.
C) Parties share ownership of another entity.

NOTE: In the case of a corporation, "ownership" shall mean a ten percent or greater interest in the voting stock of the corporation.

We hereby agree that the draft drawn in compliance with the terms of this Letter of Credit will be duly honored upon presentation.

THIS LETTER OF CREDIT IS IRREVOCABLE and is governed by International Standby Practices ISP98, International Chamber of Commerce Publication No. 590, or such subsequent publication as may be in effect on the date of issuance of this letter of credit ("ISP98") and, as to matters not expressly covered by ISP98, shall be governed by and construed in accordance with the laws of the State of Florida.

We engage with you that all Drafts drawn under and in compliance with the terms of this Letter of Credit will be honored if presented on or before [one year from the date of insurance]. However, it is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment for one year from the present or any future expiration date hereof, unless at least ninety (90) days prior to any such expiration date we shall notify you in writing, certified mail return receipt requested, that we elect not to consider this Letter of Credit extended for any such additional period.

Very truly yours,

_____

NOTE: Copy of Performance Guaranty Agreement is to be attached.

By: _____

Print
Name: _____
Title: _____

IRREVOCABLE BANK LETTER OF CREDIT
EVIDENCE OF AUTHORITY

Date _____

This document is to certify that _____,
(OFFICER OR AGENT SIGNING LETTER OF CREDIT)

_____ has the necessary authority to execute the
(TITLE OF OFFICER OR AGENT)

$_____ Irrevocable Bank Letter of Credit Number _____,
(NUMERICAL AMOUNT)

issued _____ for the benefit of Florida Power & Light Company and
(DATE OF PREPARATION)

for the account(s) of _____
(CUSTOMER'S NAME)

for _____.
(NAME OF BANK EXECUTING LETTER OF CREDIT)

Bank: _____
(Print Name of Bank)

Corporate Seal

By: _____

_____
(Print Name of Bank Official)

Title: _____

APPENDIX C
FPL LLCS-1 Tariff

LARGE-LOAD CONTRACT SERVICE-1

RATE SCHEDULE: LLCS-1

AVAILABLE:

Service under this schedule is only available for certain zones within the Company's service area in the vicinity of Sunbreak in St. Lucie County, Tesoro in Martin County, and Sugar in Palm Beach County. Each zone must be in proximity to the Company's existing 500 kV transmission facilities and in areas suitable for the incremental generation and transmission capacity necessary to serve prospective new or incremental large load while ensuring the continued reliable operation of the transmission grid.

APPLICATION:

For service required for general service power and any other purpose to any Customer who: (i) has projected new or incremental load of 50 MW or more at a Single Location; and (ii) has a projected Load Factor of 85% or more at a Single Location.

Service under this schedule shall apply to all new or incremental load with an In-Service Date on or after the effective date of this schedule up to a class combined total load of 3 GW. Total combined load eligible to be served under this schedule shall not exceed 3 GW. This schedule shall be closed to new or incremental load at the time the total combined 3 GW load cap becomes fully subscribed.

SERVICE:

Service shall be three phase, 60 hertz at the available transmission voltage of 69 kV or higher consistent with the Company's tariff on file with the Florida Public Service Commission and the terms of the LLCS Service Agreement.

All service required by the Customer at a Single Location shall be furnished through primary metering at the available transmission voltage at the interconnecting transmission substation(s). Each Single Location shall maintain its own dedicated metering arrangement. Load shall not be aggregated across multiple locations for purposes of applying the LLCS Tariff to a customer.

The Company will furnish service consistent with the Company's tariff on file with the Florida Public Service Commission and the terms of the LLCS Service Agreement.

Resale of service is not permitted hereunder.

MONTHLY RATE:*

Base Charge:	$669.00
Demand Charges:	
Base Demand Charge	$14.61 per kW of Demand
Non-Fuel Energy Charges:	
Base Energy Charge	0.758¢ per kWh
Incremental Generation Charge:	$11.67 per kW of Demand

Additional Charges:
See Billing Adjustment section, Sheet No. 8.030, for additional applicable charges.

*All rates shown herein are subject to change in a subsequent rate proceeding(s) based on the type, characteristics, size, location, and in-service date(s) of the facilities and generation resource(s) installed to serve the load under this schedule.

(Continued on Sheet No. 8.951)

(Continued from Sheet No. 8.850)

Minimum:

Customer will have no more than the Load Ramp Period to reach full contract demand, during which time the minimum monthly bill will be the sum of: (i) the Base Charge; (ii) the Non-Fuel Energy Charge based on kWh; (iii) applicable Additional Charges based on kWh; (iv) the Base Demand Charge and applicable Additional Charges based on Demand of no less than 70% of the Customer's Load Ramp Demand; and (v) Incremental Generation Charge based on the Customer's Load Ramp Demand.

After the Load Ramp Period, the minimum monthly bill will be the sum of:(i) the Base Charge; (ii) the Non-Fuel Energy Charge based on kWh; (iii) applicable Additional Charges based on kWh; (iv) the Base Demand Charge and applicable Additional Charges based on Demand greater than (a) 70% of the Customer's Contract Demand or (b) the Customer's highest previously established monthly billing Demand during the past 11 months; and (v) an Incremental Generation Charge based on the Customer's Contract Demand.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

GENERATION RESOURCE:

Company will have sole discretion to select the resource(s) necessary and appropriate to serve all load under this schedule consistent with the Company's standard total system resource planning process and the applicable Ten-Year Site Plan approved by the Florida Public Service Commission.

Customer has no right or entitlement to select the type, characteristics, size, or location of the generation resource(s) to be used by the Company to serve Customer's load under this schedule.

Customer may have the ability, but not the right, under separate agreement to purchase renewable energy credits (RECs) from Company to the extent such RECs are available. Any such purchases shall be separately contracted between Customer and Company, and pricing for RECs shall be at a negotiated price that is mutually acceptable to both Customer and Company.

TERM OF SERVICE:

Minimum Term:

Not less than 20 years from the In-Service Date, including the Load Ramp Period. After the Minimum Term, service under this schedule shall continue until terminated by either the Company or the Customer upon written notice consistent with the notice provisions below.

Notice and Termination:

Customer must provide notice at least two years in advance of terminating service. In such event, service under this schedule will automatically terminate on the date following the second annual anniversary of the date of the Customer's termination notice; provided, however, the Customer may be subject to charges for early termination as provided below.

The Company may terminate service under this schedule at any time if the Customer materially breaches the terms and conditions of this schedule, the LLCS Service Agreement, or the Company's tariff on file with the Florida Public Service Commission. Prior to any such termination, the Company shall notify the Customer in writing at least 90 days in advance and describe the existence and nature of such alleged breach. The Company may then terminate service under this schedule at the end of the 90-day notice period; provided, however, that if such breach is not reasonably capable of being cured within such 90-day period, then Customer will have additional time (not exceeding an additional thirty 30 days) as is reasonably necessary to cure the breach so long as Customer promptly commences and diligently pursues the cure.

(Continued on Sheet No. 8.952)

(Continued from Sheet No. 8.951)

CHARGES FOR EARLY TERMINATION:

In the events of (i) the Customer terminates service prior to the end of the Minimum Term, (ii) the Company terminates for Customer's material breach of the terms and conditions of this schedule, the LLCS Service Agreement, or the Company's tariff on file with the Florida Public Service Commission, or (iii) the Customer fails to provide notice at least two years in advance of terminating service, the Customer shall be responsible for payment of any applicable termination charges as set forth in the LLCS Service Agreement.

RULES AND REGULATIONS:

Customer taking service under this schedule shall enter into the LLCS Service Agreement on file with the Florida Public Service Commission. As a prerequisite to entering the LLCS Service Agreement, the Customer must (i) pay for the Company to undertake system impact and engineering studies ("System Studies"), as applicable, associated with interconnecting and serving the Customer's Contract Demand, and (ii) the Customer must accept the results of those System Studies by executing a Construction and Operating Agreement with the Company and paying any Contribution-In-Aid of Construction (CIAC) required by the tariff in effect at the time of payment.

In-Service Date shall be the date that Company has installed the facilities and capacity necessary to begin providing electric service to the Customer as set forth in the LLCS Service Agreement.

Contract Demand shall be the Customer's maximum peak load requirement at a Single Location as set forth and mutually agreed to in the LLCS Service Agreement.

The projected Load Factor shall be determined by the Company pursuant to the Company's tariff on file with the Florida Public Service Commission.

Load Ramp Demand shall be the Customer's minimum monthly peak load requirements for each month during the Load Ramp Period as set forth and mutually agreed to in the LLCS Service Agreement.

Load Ramp Period shall be the time from the In-Service Date until Customer reaches full Contract Demand, which period shall be mutually agreed to and set forth in the LLCS Service Agreement.

For purposes of this schedule, a Single Location means a geographic area that is owned (whether partially or wholly), operated, used, or leased by Customer and/or its affiliate, which can include a contiguous or adjacent lot to the area with the Customer's point of delivery, and may be considered the Customer's premises regardless of lots, easements, public thoroughfares, or rights-of-way.

Contribution-In-Aid of Construction (CIAC): Customer will be responsible for the payment of a CIAC for the costs associated with extending electric service to the Customer under this schedule, which amount shall be calculated pursuant to the CIAC rule set forth in FPL's tariff on file with the Florida Public Service Commission.

Customers that meet the applicability requirements of this schedule are not eligible for service under Economic Development Riders, Load Control Riders, the Commercial/Industrial Service Rider (CISR), Standby and Supplemental Service (SST-1), or Interruptible Standby and Supplemental Service (ISST-1).

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the Company's currently effective tariff on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said tariff the provision of this schedule shall apply.

This schedule, including the Monthly Rate components, as well as the Company's tariff on file with the Florida Public Service Commission, may be amended, updated, or revised from time-to-time subject to and upon approval by the Florida Public Service Commission. Upon their effective date, any such changes approved by the Florida Public Service Commission shall apply prospectively to all existing and new customers taking service under this schedule.

APPENDIX D
FPL LLCS-2 Tariff

LARGE-LOAD CONTRACT SERVICE-2

RATE SCHEDULE: LLCS-2

AVAILABLE:

Service under this schedule is available in all areas not served under Rate Schedule LLCS-1.

APPLICATION:

For service required for general service power and any other purpose to any Customer who: (i) has projected new or incremental load of 50 MW or more at a Single Location; and (ii) has a projected Load Factor of 85% or more at a Single Location.

Service under this schedule shall apply to all new or incremental load with an In-Service Date on or after the effective date of this schedule.

Service under this schedule is limited to the Company's available capacity based on the estimated In-Service Date.

SERVICE:

Service shall be three phase, 60 hertz at the available transmission voltage of 69 kV or higher consistent with the Company's tariff on file with the Florida Public Service Commission and the terms of the LLCS Service Agreement.

All service required by the Customer at a Single Location shall be furnished through primary metering at the available transmission voltage at the interconnecting transmission substation(s). Each Single Location shall maintain its own dedicated metering arrangement. Load shall not be aggregated across multiple locations for purposes of applying the LLCS Tariff to a customer.

The Company will furnish service consistent with the Company's tariff on file with the Florida Public Service Commission and the terms of the LLCS Service Agreement.

Resale of service is not permitted hereunder.

MONTHLY RATE:*

Base Charge:	$669.00
Demand Charges:	
Base Demand Charge	$4.08 per kW of Demand
Non-Fuel Energy Charges:	
Base Energy Charge	0.758¢ per kWh

Incremental Generation Charge:

The Incremental Generation Charge shall be calculated as follows:

LLCS-2 customer's applicable share of generation capacity and transmission interconnection revenue requirements where:

Installed generation capacity and generation transmission interconnection revenue requirements = Operating Expenses + Property Taxes and Insurance + Depreciation + Interest Expense + Return on Rate Base + Income Taxes + Tax Credits

(Continued on Sheet No. 8.954)

(Continued from Sheet No. 8.953)

Additional Charges:
See Billing Adjustment section, Sheet No. 8.030, for additional applicable charges.

*All rates shown herein are subject to change in a subsequent rate proceeding(s) based on the type, characteristics, size, location, and in-service date(s) of the facilities and generation resource(s) installed to serve the load under this schedule.

Minimum:
Customer will have no more than the Load Ramp Period to reach full contract demand, during which time the minimum monthly bill will be the sum of: (i) the Base Charge; (ii) the Non-Fuel Energy Charge based on kWh; (iii) applicable Additional Charges based on kWh; (iv) the Base Demand Charge and applicable Additional Charges based on Demand of no less than 70% of the Customer's Load Ramp Demand; and (v) Incremental Generation Charge based on the Customer's Load Ramp Demand.

After the Load Ramp Period, the minimum monthly bill will be the sum of: (i) the Base Charge; (ii) the Non-Fuel Energy Charge based on kWh; (iii) applicable Additional Charges based on kWh; (iv) the Base Demand Charge and applicable Additional Charges based on Demand greater than (a) 70% of the Customer's Contract Demand or (b) the Customer's highest previously established monthly billing Demand during the past 11 months; and (v) an Incremental Generation Charge based on the Customer's Contract Demand.

DEMAND:

The Demand is the kW to the nearest whole kW, as determined from the Company's metering equipment and systems, for the 30-minute period of Customer's greatest use during the month as adjusted for power factor.

GENERATION RESOURCE:

Company will have sole discretion to select the resource(s) necessary and appropriate to serve all load under this schedule consistent with the Company's standard total system resource planning process and the applicable Ten-Year Site Plan approved by the Florida Public Service Commission.

Customer has no right or entitlement to select the type, characteristics, size, or location of the generation resource(s) to be used by the Company to serve Customer's load under this schedule.

Customer may have the ability, but not the right, under separate agreement to purchase renewable energy credits (RECs) from Company to the extent such RECs are available. Any such purchases shall be separately contracted between Customer and Company, and pricing for RECs shall be at a negotiated price that is mutually acceptable to both Customer and Company.

TERM OF SERVICE:

Minimum Term:
Not less than 20 years from the In-Service Date, including the Load Ramp Period. After the Minimum Term, service under this schedule shall continue until terminated by either the Company or the Customer upon written notice consistent with the notice provisions below.

Notice and Termination:
Customer must provide notice at least two years in advance of terminating service. In such event, service under this schedule will automatically terminate on the date following the second annual anniversary of the date of the Customer's termination notice; provided, however, the Customer may be subject to charges for early termination as provided below.

(Continued on Sheet No. 8.955)

(Continued from Sheet No. 8.954)

The Company may terminate service under this schedule at any time if the Customer materially breaches the terms and conditions of this schedule, the LLCS Service Agreement, or the Company's tariff on file with the Florida Public Service Commission. Prior to any such termination, the Company shall notify the Customer in writing at least 90 days in advance and describe the existence and nature of such alleged breach. The Company may then terminate service under this schedule at the end of the 90-day notice period; provided, however, that if such breach is not reasonably capable of being cured within such 90-day period, then Customer will have additional time (not exceeding an additional thirty 30 days) as is reasonably necessary to cure the breach so long as Customer promptly commences and diligently pursues the cure.

CHARGES FOR EARLY TERMINATION:

In the events of (i) the Customer terminates service prior to the end of the Minimum Term, (ii) the Company terminates for Customer's material breach of the terms and conditions of this schedule, the LLCS Service Agreement, or the Company's tariff on file with the Florida Public Service Commission, or (iii) the Customer fails to provide notice at least two years in advance of terminating service, the Customer shall be responsible for payment of any applicable termination charges as set forth in the LLCS Service Agreement.

RULES AND REGULATIONS:

Customer taking service under this schedule shall enter into the LLCS Service Agreement on file with the Florida Public Service Commission. As a prerequisite to entering the LLCS Service Agreement, the Customer must (i) pay for the Company to undertake system impact and engineering studies ("System Studies"), as applicable, associated with interconnecting and serving the Customer's Contract Demand, and (ii) the Customer must accept the results of those System Studies by executing a Construction and Operating Agreement with the Company and paying any Contribution-In-Aid of Construction (CIAC) required by the tariff in effect at the time of payment.

In-Service Date shall be the date that Company has installed the facilities and capacity necessary to begin providing electric service to the Customer as set forth in the LLCS Service Agreement.

Contract Demand shall be the Customer's maximum peak load requirement at a Single Location as set forth and mutually agreed to in the LLCS Service Agreement.

The projected Load Factor shall be determined by the Company pursuant to the Company's tariff on file with the Florida Public Service Commission.

Load Ramp Demand shall be the Customer's minimum monthly peak load requirements for each month during the Load Ramp Period as set forth and mutually agreed to in the LLCS Service Agreement.

Load Ramp Period shall be the time from the In-Service Date until Customer reaches full Contract Demand, which period shall be mutually agreed to and set forth in the LLCS Service Agreement.

For purposes of this schedule, a Single Location means a geographic area that is owned (whether partially or wholly), operated, used, or leased by Customer and/or its affiliate, which can include a contiguous or adjacent lot to the area with the Customer's point of delivery, and may be considered the Customer's premises regardless of lots, easements, public thoroughfares, or rights- of-way.

Contribution-In-Aid of Construction (CIAC): Customer will be responsible for the payment of a CIAC for the costs associated with extending electric service to the Customer under this schedule, which amount shall be calculated pursuant to the CIAC rule set forth in FPL's tariff on file with the Public Service Commission.

(Continued on Sheet No. 8.956)

(Continued from Sheet No. 8.955)

Customers that meet the applicability requirements of this schedule are not eligible for service under Economic Development Riders, Load Control Riders, the Commercial/Industrial Service Rider (CISR), Standby and Supplemental Service (SST-1), or Interruptible Standby and Supplemental Service (ISST-1).

Service under this schedule is subject to orders of governmental bodies having jurisdiction and to the Company's currently effective tariff on file with the Florida Public Service Commission. In case of conflict between any provision of this schedule and said tariff the provision of this schedule shall apply.

This schedule, including the Monthly Rate components, as well as the Company's tariff on file with the Florida Public Service Commission, may be amended, updated, or revised from time-to-time subject to and upon approval by the Florida Public Service Commission. Upon their effective date, any such changes approved by the Florida Public Service Commission shall apply prospectively to all existing and new customers taking service under this schedule.

APPENDIX E
FPL LLCS Service Agreement Tariff

LLCS SERVICE AGREEMENT

This LLCS Service Agreement ("**Agreement**") is made and entered into as of this_____day of_____, _____(the "**Effective Date**") by and between_____("**Customer**") and Florida Power & Light Company ("**Company**"). Company and Customer are hereinafter each referred to individually as a "**Party**" and together as the "**Parties**."

WITNESSETH

WHEREAS, the Company is an electric utility operating under Chapter 366, Florida Statutes, subject to the jurisdiction of the Florida Public Service Commission or any successor agency thereto ("**Commission**");

WHEREAS, the Customer is_____;

WHEREAS, the Customer seeks retail electric service for a proposed facility projected to have new or incremental load of 50 MW or more at a Single Location and a projected Load Factor of 85% or more at a Single Location (hereinafter, "**Customer Facility**");

WHEREAS, Customer has provided a deposit(s) to Company for purposes of undertaking and completing system impact and engineering studies ("**System Studies**"), as applicable, associated with interconnecting and serving the Customer Facility; and

WHEREAS, the Customer Facility is required to receive electric service under the Company's Rate Schedule LLCS-[1 or 2].

NOW, THEREFORE, in consideration of the mutual covenants expressed herein, the Company and Customer agree as follows:

AGREEMENT

1. General Provisions.

1.1. The foregoing recitals are true and correct, form a material part of this Agreement upon which the Parties relied, and are hereby incorporated by reference into this Agreement.

1.2. Rules of Construction. For purposes of this Agreement, (i) terms defined in the singular include the plural and vice versa, and terms used in the masculine include the feminine and neuter and vice versa; (ii) references to "Articles," "Sections," "Exhibits," and "Attachments" are to articles or sections of, or exhibits or attachments to, this Agreement; (iii) all references to a particular entity include that entity's successors and permitted assigns; (iv) the words "herein," "hereof," and "hereunder" refer to this Agreement as a whole and not to any particular section or subsection; (v) all accounting terms not specifically defined in this Agreement are to be construed in accordance with generally accepted accounting principles in the United States, consistently applied; (vi) references to this Agreement include the appendices, Exhibits, Attachments, annexes, schedules, and other attachments to this Agreement, as the same may be amended, supplemented, replaced, restated, or otherwise modified from time to time; (vii) references to any agreement or form mean such agreement or form as may be amended, restated, supplemented, or otherwise modified from time to time; (viii) the word "including," when used in this Agreement, means including without limitation; (ix) references to "Dollars" and the symbol "$" mean U.S. Dollars; (x) references to any Governmental Authority include any successor to its applicable functions; and (xi) references to any Applicable Law include any amendments, successor, or replacement thereto. Other terms used in this Agreement but not so defined will have meanings as commonly used in the English language and, where applicable, in Prudent Utility

(Continued on Sheet No. 9.961)

(Continued from Sheet No. 9.960)

Practice. Words not otherwise defined herein that have well known and generally accepted technical or trade meanings are used herein in accordance with such recognized meanings.

1.3. Good Faith and Fair Dealing. The Parties will act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this Agreement. Unless expressly provided otherwise in this Agreement, (a) where the consent, approval, or similar action is required by a Party, such consent or approval will not be unreasonably withheld, conditioned, or delayed; and (b) wherever a Party has the right to determine, require, specify, or take similar action with respect to a matter, such determination, requirement, specification, or similar action will be reasonable.

1.4. Other Agreements and Rights.

1.4.1. In the event Customer enters into any agreements with Company or an Affiliate of Company in addition to this Agreement, the Parties acknowledge and agree that such agreements will be deemed to be separate and free-standing contracts that do not alter the terms of this Agreement except to the extent specified therein, nor will the terms of this Agreement be deemed to alter the terms of any other contract between the Company or Affiliate of Company and Customer.

1.4.2. This Agreement will apply to interconnections of and electric service to load located on Customer's side of the Point of Delivery.

1.4.3. This Agreement is not applicable to, and does not provide for the interconnection or delivery of, back-up or alternative generation located on the Customer's side of the Point of Delivery that serves the Customer Facility (such generation, "**Behind the Meter Generation**"). Except as necessary to prevent damage to the Company Facilities or the Company System, under no circumstances including during an Emergency, will Behind the Meter Generation be delivered to and injected into the Company System unless otherwise mutually agreed to by separate agreement between Company and Customer consistent with all Applicable Law and the Company Tariff.

2. Definitions.

2.1. "**Affiliate**" means with respect to a corporation, partnership, or other entity, each such other corporation, partnership, or other entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such corporation, partnership, or other entity.

2.2. "**Applicable Law**" means all duly promulgated applicable federal, state, and local laws, statutes, treaties, codes, ordinances, regulations, rules, certificates, decrees, judgments, directives, or judicial or administrative orders, permits, and other duly authorized actions of any Governmental Authority having jurisdiction over a Party or the Parties, as applicable, their respective facilities and/or the respective services they provide.

2.3. "**Behind the Meter Generation**" has the meaning set forth in Section 1.4.3.

2.4. "**Business Day**" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday.

2.5. "**Change of Control**" means (i) any transfer, assignment or acquisition of the ownership, of more than fifty percent (50%) of the equity of, or any other ownership interest in, a Party to a Person that was not an Affiliate of the Party immediately prior to such transfer, assignment, or acquisition, or (ii) a change in the direct or indirect ownership of a Party such that upon the occurrence of such change, one or more Persons that were not Affiliates of such Party immediately prior to such change have the power, right or authority to direct, or cause the direction of, the management and policies of such Party.

2.6. "**CIAC Payments**" has the meaning set forth in Section 12.

2.7. "**Commercially Reasonable**" or "**Commercially Reasonable Efforts**" means, with respect to any action to be taken or attempted by a Party under this Agreement, the level of effort in light of the facts known to such Party at the time a decision is made that: (a) can reasonably be expected to accomplish the desired action at a reasonable cost; (b) is consistent with Prudent Utility Practices; and (c) takes into consideration the amount of advance notice required to take such action, the duration and type of action, and the competitive environment in which such action occurs.

2.8. "**Commission**" has the meaning set forth in the preamble of this Agreement.

(Continued on Sheet No. 9.962)

(Continued from Sheet No. 9.961)

2.9. "**Company**" has the meaning set forth in the preamble of this Agreement.

2.10. "**Company Entities**" means the officers, directors, employees, agents, and Affiliates of the Company.

2.11. "**Company Facilities**" means the transmission voltage equipment, apparatus, and devices owned by Company for purposes of providing retail electric service at transmission voltage and for interconnection to the Customer Facilities at the Point of Delivery, and Company's metering, relays, electric energy collection network, and generation control equipment.

2.12. "**Company System**" means (a) the Company's transmission system; (b) the Company's distribution system; and (c) the Company's generation resources and assets; and (d) the Company Facilities.

2.13. "**Company Tariff**" shall mean the Company's tariff on file with the Commission, and as may be amended, updated, or revised from time-to-time subject to and upon approval by the Commission.

2.14. "**Confidentiality Agreement**" has the meaning set forth in Section 24.1.

2.15. "**Contract Demand**" shall be the Customer's maximum peak load requirement at a Single Location, as specified in Section 8.2.

2.16. "**Credit Requirements**" means, with respect to a Person, that such Person's credit rating by a nationally recognized Rating Agency is equal to or greater than BBB, or if such Person is not rated by a Ratings Agency, the equivalent credit rating as determined through Company's internal rating system.

2.17. "**Customer**" has the meaning set forth in the preamble of this Agreement.

2.18. "**Customer Electrical Equipment**" means all the electrical equipment, facilities, and apparatus owned by the Customer for purposes of receiving retail electric service from the Company at the Point of Delivery.

2.19. "**Customer Facility**" has the meaning set forth in the preamble of this Agreement, and as further described in Section 8.

2.20. "**Customer Parent Company**" means _____.

2.21. **"Effective Date"** has the meaning set forth in the preamble of this Agreement.

2.22. **"Emergency"** means a condition or situation that in the reasonable, good faith determination of the affected Party based on Prudent Utility Practice contributes to an existing or imminent physical threat of danger to life or a significant threat to health, property, or the environment.

2.23. "**Event of Default**" has the meaning set forth in Section 20.1.

2.24. "**Exit Fee**" has the meaning set forth in Sections 4.3.2 and 4.3.3.

2.25. "**Facility Lender**" means any Person lending money or extending credit to the Customer in connection with the development, construction, operation, or maintenance of the Customer Facility, including any refinancing thereof.

2.26. "**FPL Construction and Operating Agreement**" means the agreement required to accept and memorialize the results of the System Studies as set forth in Section 5 and the Parties' respective construction, ownership, operation, and management responsibilities.

2.27. "**Force Majeure Event**" has the meaning set forth in Section 16.2.

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2.28. "**Governmental Authority**" means any federal, state, local, or other governmental regulatory or administrative agency, court, commission, department, board, or other governmental subdivision, legislature, rulemaking board, tribunal, or other Governmental Authority having jurisdiction over the Parties, their respective facilities, or the respective services that they provide, and exercising or entitled to exercise any administrative, executive, police, or taxing authority or power; provided, however, that such term does not include Customer, the Company, or any Affiliate thereof.

2.29. "**Incremental Generation Charge**" has the meaning set forth in the Rate Schedule LLCS-[1 or 2] in the Company Tariff.

2.30. "**In-Service Date**" has the meaning set forth in Section 10.

2.31. "**Letter of Credit**" means an irrevocable standby letter of credit issued by a Qualified Issuer substantially in the form attached as Appendix E.

2.32. "**LLCS**" means Large Load Contract Service.

2.33. "**Load Factor**" shall be the load factor projected for the Customer Facility as determined by the Company pursuant to the Company Tariff.

2.34. "**Load Ramp Demand**" shall be the Customer's minimum monthly peak load requirements for each month during the Load Ramp Period.

2.35. "**Load Ramp Period**" shall be the time from the In-Service Date until Customer reaches full Contract Demand, as set forth in Section 8.4.

2.36. "**Losses**" has the meaning set forth in Section 18.1.

2.37. "**Net Present Value**" means the sum of the monthly payments, discounted at the Company's average midpoint cost of capital. The cost of capital is filed monthly with the Commission as part of the Company's Rate of Return Surveillance Report, Schedule 4. The monthly discount rate shall be calculated as the annual rate per Schedule 4, divided by 12 months.

2.38. "**Parent Company Guaranty**" has the meaning set forth in Section 11.2.

2.39. "**Performance Security**" means cash, a Letter of Credit, Surety Bond, or a Parent Company Guaranty.

2.40. "**Person**" means an individual, partnership, corporation (including a business trust), limited liability company, joint stock company, trust, unincorporated association, joint venture, Governmental Authority or other entity.

2.41. "**Point of Delivery**" means the physical point or points at which the Customer Electrical Equipment interconnects with the Company Facilities, as determined in the System Studies.

2.42. "**Premises**" has the meaning set forth in Section 8.1.

2.43. "**Prudent Utility Practice**" means any of the practices, methods, standards, and acts engaged in or approved by a significant portion of the applicable segment of the electric utility industry during the relevant time period, or any of the practices, methods, standards, and acts which, in the exercise of Commercially Reasonable judgment, in light of the facts known (or reasonably should have been known) at the time the decision was made, would have been expected to accomplish the desired result at a reasonable cost consistent with Applicable Law, permits, codes, standards, equipment manufacturer's recommendations, good business practices, reliability, safety, environmental protection, economy, and expedition. Prudent Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to those practices, methods, standards, and acts generally acceptable or approved in the region.

2.44. "**Qualified Issuer**" means a U.S. commercial bank or a U.S. branch office of a foreign bank that has (i) a Credit Rating of "A-" or better by S&P, "A3" or better by Moody's and (ii) assets of at least $10,000,000,000. If such rating is equivalent to A-/A3, such Qualified Issuer must not be on credit watch or have a negative outlook by any rating agency.

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2.45. "**Rate Schedule LLCS-[1 or 2]"** shall mean the Rate Schedule LLCS-[1 or 2] in the Company Tariff.

2.46. "**Rating Agency**" means any of S&P Global Ratings, a division of S&P Global Inc. and Moody's Investors Service, Inc., or their respective successors.

2.47. "**RECs**" has the meaning set forth in Section 7.3.

2.48. "**Reliability Standards**" means mandatory reliability standards adopted by the North American Electric Reliability Corporation, Federal Energy Regulatory Commission, or the Commission, and any successor entities, as amended from time to time, applicable to the facilities owned, and/or operated by Customer and Company, respectively.

2.49. "**Security Amount**" has the meaning set forth in Section 11. The Security Amount will be calculated based on the Incremental Generation Charges in effect at the time this Agreement is executed by the Customer as set forth in the Rate Schedule LLCS-[1 or 2] approved by and on file with the Commission.

2.50. "**Security Term**" has the meaning set forth in Section 11.1.

2.51. "**Single Location**" means a geographic area that is owned (whether partially or wholly), operated, used, or leased by Customer and/or an Affiliate of Customer, which can include a contiguous or adjacent lot to the area with the Customer's Point of Delivery, and may be considered the Customer's Premises regardless of lots, easements, public thoroughfares, or rights-of-way.

2.52. "**System Studies**" are the required engineering and system impact studies to be completed by the Company to determine the investments and upgrades necessary to the Company System in order to interconnect and safely provide reasonably adequate retail electric service with respect to the Contract Demand associated with the Customer Facility. The System Studies are required for all LLCS interconnect requests to determine: (i) project scope and feasibility, and technical/engineering and operational requirements; (ii) capacity availability, including amount and timing; (iii) expected timeline to interconnect Customer Facility to the Company System; and (iv) estimate of costs to interconnect Customer Facility to the Company's System.

2.53. "**Termination Period**" shall have the meaning set for in Section 20.2.1.

2.54. "**Term**" means the Minimum Term, plus any extensions thereto pursuant to Section 4.1.2.

3. Documents Included.

3.1. This Agreement consists of this document and the following appendices which are attached hereto, and which are specifically incorporated herein and made a part hereof by this reference:

Appendix A	Load Ramp Demand and Load Ramp Period
Appendix B	Parent Company Guaranty
Appendix C	Current Rate Schedule LLCS-[1 or 2]
Appendix D	Notices
Appendix E	Form Irrevocable Standby Letter of Credit

4. Term and Termination.

4.1. Minimum Term:

4.1.1. Pursuant to Rate Schedule LLCS-[1 or 2], the Minimum Term shall be from the In-Service Date through and including the twentieth (20th) anniversary of the In-Service Date.

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4.1.2. After the Minimum Term, electric service under this Agreement shall continue until terminated by either the Company or the Customer upon written notice consistent with the notice provisions in Section 4.2.1.

4.2. Notice and Termination:

4.2.1. The Customer must provide notice in accordance with Section 15 at least two (2) years in advance of terminating service. In such event, service under this Agreement will terminate automatically on the date following the second (2nd) annual anniversary of the date of the Customer's termination notice; provided, however, the Customer may be subject to an early termination fee as set forth in Section 4.3.

4.2.2. The Company may terminate service under this Agreement at any time due to a Customer Event of Default pursuant to Section 20.2.

4.3. Early Termination.

4.3.1. In the event the Customer terminates this Agreement prior to the In-Service Date, the Customer shall be responsible for payment of all costs incurred by the Company under this Agreement as of the date of the Customer's termination.

4.3.2. In the event (i) the Customer terminates this Agreement after the In-Service Date and prior to the end of the Minimum Term, (ii) the Customer terminates pursuant to Section 16.6, or (iii) the Company terminates this Agreement pursuant to Section 4.2.2, then the Customer shall be responsible for payment of an "Exit Fee" equal to the Net Present Value of the accelerated payment of the total Incremental Generation Charges, absent the termination, would have been paid by the Customer over the remaining balance of the Minimum Term. For purposes of this Section 4.3.2, the Exit Fee will be calculated based on the Incremental Generation Charges in effect at the time of the termination as set forth in the Rate Schedule LLCS-[1 or 2] approved by and on file with the Commission.

4.3.3. In the event the Customer terminates this Agreement after the In-Service Date, but fails to provide the Company with at least two (2) years' advance written notice in accordance with Section 4.2.1, the Customer shall be responsible for payment of an Exit Fee equal to the Net Present Value of the accelerated payment of the total Incremental Generation Charges that (i) would have been paid by the Customer over the two (2) year notice period, or (ii) would, absent the termination, have been paid by the Customer over the remaining balance of the Minimum Term, whichever is longer. For purposes of this Section 4.3.3, the Exit Fee will be calculated based on the Incremental Generation Charges in effect at the time of the termination as set forth in the Rate Schedule LLCS-[1 or 2] approved by and on file with the Commission.

4.4. Survival.

4.4.1. In addition to any other provisions of this Agreement that, by their terms, survive the termination of this Agreement, the following rights, obligations, or provisions survive the termination of this Agreement: (i) obligations of a Party to the other Party to pay any amounts or to perform any duties or obligations that accrued or arose prior to, that directly resulted from, or that contemplate performance following, the termination of this Agreement; (ii) Section 4.3; (iii) Section 15; (iv) Section 18 (which survive through the conclusion of the statute of limitations period applicable to any potential third-party claim or the resolution of any then outstanding third party claim, if later); (v) Section 22; (vi) Section 23; and Section 24.5.

5. System Studies. The effectiveness of this Agreement is conditioned on:

5.1. The Customer making the deposit(s) required for the Company to undertake and complete the System Studies.

5.2. The Company having provided the System Studies to the Customer on_____day of _____.

5.3. The Customer timely accepting and agreeing to the results of such the System Studies by executing an "FPL Construction and Operating Agreement" and paying any required CIAC Payments pursuant to Section 12.

6. Service.

(Continued on Sheet No. 9.966)

(Continued from Sheet No. 9.965)

6.1. Unless otherwise determined by the Company, all electric service provided by the Company for the Customer Facility shall be furnished through one primary meter at the available transmission voltage.

6.2. Unless otherwise determined by the Company, all service shall be three phase, 60 hertz at the available transmission voltage of 69 kV or higher.

6.3. Interruption of Service.

6.3.1. The Company will use Prudent Utility Practice to furnish electric service consistent with the Company Tariff.

6.3.2. The Parties agree that interruptions or partial interruptions may occur or electric service may be curtailed, become irregular, or fail as a result of a variety of events and circumstances, including: (i) a Force Majeure Event; (ii) fuel or capacity shortages; (iii) breakdown or damage to the Company's generation, transmission, or distribution facilities; (iv) repairs or changes in the Company generation, transmission, or distribution facilities; (v) events of an emergency or as necessary to maintain the safety and integrity of the Company System; and (vi) ordinary negligence of the Company's employees, servants, or agents. In any such case, the Company will not be liable for any damages whatsoever, including loss of revenues or production.

6.3.3. If the Company interrupts or partially interrupts service to Customer through automated or manual action due to an emergency event or as necessary to maintain the safety and integrity of the Company System in accordance with Section 6.3.2, Company will provide notice to Customer in accordance with Section 9.10. In any such event, Customer shall not reconnect or restore service with the Company System, either manually or through auto-restoration type of devices on the Customer Electric Equipment or by electrical bypass, unless and until notified by the Company.

6.3.4. If the Customer interrupts or partially interrupts load being served by the Company through automated or manual action due to an emergency event or as necessary to maintain the safety and integrity of the Customer's equipment, Customer will provide notice to Company in accordance with Section 9.10. In any such event, Customer shall not restore load back onto the Company System, unless and until coordinated with the Company.

6.3.5. In the event the Customer Facility's reliability requirements exceed those provided by the Company in accordance with the Company Tariff, then Customer must advise the Company and install or contract for additional facilities with increased resiliency and reliability as may be required; provided, the Company will not, under any circumstances, be required to provide one hundred percent (100%) reliability or uninterrupted electric service. The Customer requesting facilities that are not usual and customary may be required to pay a contribution in aid of construction based on the incremental cost of the requested facilities.

7. Generation Resource(s).

7.1. The Company, in its sole discretion, will select the resource(s) that will serve the Contract Demand in a manner consistent with the Company's total system resource planning processes and the applicable Ten-Year Site Plan approved by the Commission.

7.2. The Customer has no right or entitlement to select the type, characteristics, size, or location of the Company System, including the generation resource(s) to be used by the Company to serve the Contract Demand or Customer Facility under this Agreement.

7.3. The Customer may have the ability, but not the right, under separate agreement to purchase renewable energy credits ("RECs") from the Company to the extent such RECs are available. Any such purchases shall be separately contracted between the Customer and the Company, and pricing for RECs shall be at a negotiated price that is mutually acceptable to the Customer and the Company.

8. Customer Facility.

8.1. The Customer Facility is located at a Single Location with the following service location

_____ _____("Premises").

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8.2. The Parties agree that the maximum Contract Demand with respect to the Customer Facility shall not exceed _____MW. Customer shall not add or install additional load to the Customer Facility at the Premises above the Contract Demand without Company's prior written approval and without first having provided a deposit(s) to the Company for purposes of undertaking and completing the System Studies, as applicable, associated with interconnecting and serving such additional load and, if applicable, entering into a new LLCS Service Agreement and satisfying any other requirements the Company may reasonably request.

8.3. The Parties agree that the Load Factor for the Customer Facility is projected to be 85% or more.

8.4. The Parties agree to the Load Ramp Demand and Load Ramp Period for the Customer Facility as set forth in Appendix A.

9. Construction, Ownership, Operation, and Management of Electrical Facilities.

9.1. In the System Studies and the FPL Construction and Operating Agreement, the Parties have identified certain equipment that must be designed, engineered, procured, permitted, constructed, owned, operated, and maintained in order that the Company can deliver and the Customer can accept retail electric service at transmission voltage for the Customer Facility at the Premises.

9.2. Unless otherwise mutually agreed by the Parties, the Customer shall be responsible to acquire all Federal, state, local, and other Governmental Authority permits, licenses, or other approvals that may be required for the development of the site for the Customer Facility and the construction, operation, and maintenance of the Customer Facility, as well as to comply with and satisfy any conditions imposed on any such approvals. For the avoidance of doubt, this Section 9.2 shall include approvals necessary for the benefit or on behalf of any Company Facilities to be located and constructed on the site for the Customer Facility or otherwise on land owned or leased by the Customer or Affiliates of the Customer. The Customer shall be solely responsible for all costs associated with the approvals under this Section 9.2.

9.3. All Customer Electrical Equipment and any related facilities necessary for Customer to receive and utilize the power and energy delivered hereunder shall be procured, permitted, installed, paid for, owned, operated, and maintained by the Customer in accordance with Applicable Law and Prudent Utility Practice.

9.4. The Customer shall, at its sole cost and expense, construct, own, operate, and maintain the Customer Electrical Equipment or Customer Facility in accordance with the terms and conditions of the FPL Construction and Operating Agreement.

9.5. The Customer shall not operate any equipment in a manner that will cause voltage disturbances on the Company System. The Customer shall, during the term of this Agreement, protect, defend, indemnify, and hold the Company and the Company Entities free and unharmed from and against any third-party liabilities whatsoever resulting from or in connection with the Customer's failure to adhere to the foregoing provisions of this Subsection 9.5.

9.6. The Company will use Commercially Reasonable Efforts to (i) design, engineer, procure, permit, construct, own, operate, and maintain the Company Facilities in accordance with Applicable Law and Prudent Utility Practice; and (ii) operate such Company Facilities, in a manner consistent with Prudent Utility Practices, that protects the Customer Electric Equipment, including the Customer Facility, from transients, faults, and other operating contingencies consistent with the Interruption of Service in Section 6.3.

9.7. Reliability Standards.

9.7.1. The Customer will be responsible for compliance with all Reliability Standards applicable to the Customer Electrical Equipment; and the Company will be responsible for compliance with all Reliability Standards applicable to the Company System. Each Party will be responsible for the costs of compliance with such Reliability Standards for their respective facilities and systems, including (a) costs associated with modifying their respective facilities or systems to comply with changes in such Reliability Standards; and (b) any financial penalties for non-compliance.

9.7.2. Each Party agrees to share data or documentation to the other Party as may be required to demonstrate a Party's compliance with the Reliability Standards where an individual Party has possession of data or documentation necessary for the other Party to demonstrate compliance.

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(Continued from Sheet No. 9.967)

9.8. Right of Installation. Each Party will make space available to the other Party suitable for the installation by such other Party of necessary equipment, apparatus, and devices required for the performance of this Agreement.

9.9. Disconnection. Except in the case of an Emergency, a Force Majeure Event, or a requirement to comply with Reliability Standards or Applicable Law, the Parties will consult reasonably with each other prior to disconnecting the Customer Facility from the Company Facilities.

9.10. Outages. In accordance with Prudent Utility Practice, each Party may, in cooperation with the other Party, remove from service its system elements that may affect the other Party's system as necessary to perform maintenance or testing or to replace installed equipment. Absent the existence of an Emergency, a Force Majeure Event, or a requirement to comply with Reliability Standards or Applicable Law, the Party scheduling such maintenance, testing or replacement will use good faith efforts to schedule such maintenance, testing or replacement on a date mutually acceptable to both Parties, in accordance with Prudent Utility Practice. The Parties will comply with all current Company reporting requirements, as they may be revised from time to time, and as they apply to the Customer or the Company.

9.11. Emergency. In the event of an Emergency, the affected Party will provide prompt notice of such Emergency to the other Party and may, in accordance with Prudent Utility Practice and using its reasonable judgment, take such action as is reasonable and necessary to prevent, avoid, or mitigate injury, danger, and loss.

9.12. Safety Standards.

9.12.1. The Parties agree that all work performed under this Agreement will be performed in accordance with all Applicable Law, standards, practices, and procedures pertaining to the safety of persons or property. To the extent a Party performs work on the other Party's property, the Party performing work will also abide by the safety, or other access rules applicable to such other Party's property.

9.12.2. Each Party will be solely responsible for the safety and supervision of its own employees, agents, representatives, and contractors.

9.13. Environmental Considerations.

9.13.1. Each Party will remain responsible for compliance with all Applicable Laws with respect to the environment and applicable to its own respective property, facilities, and operations. Each Party will promptly notify the other Party upon discovering any release of any hazardous substance by it on the property or facilities of the other Party, or which may migrate to, or adversely affect the property, facilities, or operations of the other Party and will promptly furnish to the other Party copies of any reports filed with any Governmental Authority addressing such events.

9.13.2. The Party responsible for the release of any hazardous substance on the property or facilities of the other Party, or which may migrate to, or adversely affect the property, facilities, or operations of, the other Party will be responsible for the reasonable costs, fees and expenses of performing any and all remediation or abatement activity and submitting all reports or filings required by Applicable Law.

10. In-Service Date.

10.1. The Parties agree that the estimated "In-Service Date" is the date that the Company plans to install and place in-service the facilities and capacity necessary to provide electric service to the Customer Facility, which date shall not occur before the later of: (i) the date that construction of the electric facilities necessary to interconnect the Customer Facility with the Company System is complete; or (ii) the date which the Company has sufficient generation capacity to safely and adequately serve the Customer Facility consistent with the Company's standard total system resource planning process.

10.2. Subject to Section 10.1 above, the Parties agree that the initial, estimated In-Service Date is_____. The Company shall use Commercially Reasonable Efforts to meet this estimated In¬ Service Date; provided, however, that the Parties understand the Company has no obligation to provide electric service to the Customer Facility (i) unless and until there is sufficient generation capacity to provide such service, or (ii) if providing such service would affect the safe and adequate service or voltage to other customers served by the Company.

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10.3. If the Company determines that it is unable to meet the estimated In-Service Date for any reason, the Company will notify Customer and describe the reasons for any delay and the Parties agree to collaborate and use Commercially Reasonable Efforts to agree upon an updated estimated In-Service Date.

10.4. Notwithstanding the foregoing provisions of this Section 10, the "In-Service Date" for all purposes of this Agreement shall be the latest to occur of (x) the date on which the Company completes the installation of the facilities and capacity necessary to begin providing service to the Customer Facility, (y) the satisfaction of Section 10.1(i), and (z) the satisfaction of Section 10.1(ii).

11. Security Requirements.

11.1. No later than five (5) days after the Effective Date, the Customer shall provide Performance Security in an amount equal to the Security Amount. Such Performance Security shall be maintained until the later of (i) expiration of the Term or earlier termination pursuant to the terms of this Agreement, and (ii) the date on which the Customer has satisfied in full all of its obligations under this Agreement ("Security Term").

11.1.1. For Customers that satisfy the Credit Requirements, the Security Amount shall be equal to the net present value of five (5) years of Incremental Generation Charge revenues.

11.1.2. For Customers that do not satisfy the Credit Requirements, the Security Amount shall be equal to the net present value of ten (10) years of Incremental Generation Charge revenues.

11.1.3. For Customers not rated by a nationally recognized Rating Agency, the Security Amount shall be equal to either (i) the present value of five (5) years of Incremental Generation Charge revenues or (ii) the present value of ten (10) years of Incremental Generation Charge revenues based on the Company's assessed credit worthiness of the Customer as determined through Company's internal rating system.

11.2. So long as Customer's Parent satisfies the Credit Requirements, the Customer may provide as security a guaranty from Customer's Parent substantially in the form provided as Appendix B, duly executed by Customer's Parent for the benefit of the Company ("Parent Company Guaranty"). Provided, however, the Parent must have sufficient net available liquidity of more than the five years of the Security Amount, which will be subject to an annual review.

11.3. If, at any time during the Security Term, Customer's Parent fails to satisfy the Credit Requirements, the Customer shall provide, in lieu of such Parent Company Guaranty, either (i) a Letter of Credit, (ii) cash deposit in escrow, (iii) Surety Bond, or (iii) a combination of the foregoing, in each case equal to the Security Amount. If, at any time during the Security Term, Customer's Parent meets the Credit Requirements, the Customer may replace the then-posted Performance Security with a Parent Company Guaranty. In addition, the Company may consider, at its sole discretion, on-demand payment bonds as a supplemental security instrument for specific values and durations.

11.4. Any amounts owed by the Customer to the Company under this Agreement and Rate Schedule LLCS-[1 or 2] (other than disputed amounts) and not satisfied within thirty (30) days of becoming due and owing may be satisfied by the Company by a draw upon the Customer's Performance Security until such Performance Security has been exhausted.

12. Contribution-In-Aid of Construction (CIAC).

12.1. Within forty-five (45) days from the date of this Agreement, the Customer shall make all payments required by and calculated pursuant to the CIAC rule set forth in the Company Tariff in effect at the time of the payment (such payments, the "CIAC Payments").

12.2. Unless otherwise mutually agreed by the Parties, a failure to timely remit the CIAC Payments shall render this Agreement and any associated System Studies null and void. Any renewed or new requests by Customer to interconnect the same or similar Customer Facility or Customer Electrical Equipment shall require deposit(s) for new System Studies and a new LLCS Service Agreement.

12.3. The Company has no obligation to begin any construction related activities, including ordering or acquiring any necessary equipment, associated with extending electric service to the Customer Facility unless and until receipt of the CIAC Payments.

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(Continued from Sheet No. 9.969)

13. Rates, Rules, and Regulations.

13.1. The Company agrees to furnish and deliver, and the Customer agrees to take and receive, power pursuant to the rates, rules, and regulations set forth in Rate Schedule LLCS-[1 or 2] of the Company Tariff, which is provided as Appendix C to the Agreement.

13.2. Service under this Agreement is subject to (i) orders of Governmental Authorities having jurisdiction, (ii) Rate Schedule LLCS-[1 or 2] (including the monthly rate components), and (iii) the Company Tariff. Any change approved by the Commission with respect to the foregoing shall be effective on its approval date and shall apply prospectively to service under this Agreement.

14. [RESERVED]

15. Notice

15.1. All notices, requests, statements, demands, and other communications under this Agreement must, unless otherwise specified herein, be in writing and delivered in person or sent by e-mail, reliable overnight delivery service, or registered or certified mail, postage prepaid to the address of the Party specified in Appendix D. A notice sent by e-mail shall be effective if receipt is acknowledged by the intended recipient and, if so, shall be deemed received on the Business Day on which such Notice was transmitted if received before 5:00 p.m. (and if received after 5:00 p.m., on the next Business Day). Notice by United States mail, or hand delivery is effective on the day actually received, if received during a Business Day, and otherwise shall be effective at the beginning of the next Business Day. Notice by overnight delivery service is effective on the next Business Day after it was sent. A Party may change its addresses by providing notice of same in accordance herewith.

16. Force Majeure Events

16.1. Excuse. Subject to Section 16.2 below, and except as expressly set forth herein, neither Party will be considered to have breached its obligations under this Agreement if performance of such obligations is prevented due to a Force Majeure Event.

16.2. Definition. For purposes of this Agreement, "Force Majeure Event" means, subject to Section 16.3, an event or condition that meets each of the following conditions: (w) is not attributable to the fault or negligence of the affected Party, (x) is caused by factors beyond that Party's reasonable control, and (y) the Party was or has been, as applicable, unable to prevent, avoid, or overcome the event, condition, or consequences thereof despite the exercise of commercially reasonable efforts. Force Majeure Events may include, but are not limited to: (i) explosion, sabotage, vandalism, or destruction by a third party of facilities and equipment relating to the performance by the affected Party of its obligations under this Agreement; (ii) war, riot, terrorism, insurrection, national emergency, acts of a public enemy, or other similar civil disturbance; (iii) floods, earthquakes, hurricanes, tornadoes, lightning, drought, fires (including wildfires), hailstorms, ice storms and other similar natural occurrences; (iv) action or inaction by any Governmental Authority; (v) pandemics and epidemics; (vi) for the avoidance of doubt, the failure of the Company to obtain any permits, consents or authorizations of any Governmental Authority to construct the Company Facilities after expending efforts consistent with Prudent Utility Practice; (vii) acts of God; or (viii) other similar occurrences beyond the affected Party's control.

16.3. Exclusion. Notwithstanding the definition set forth in Section 16.2, Force Majeure Event does not include, and may not be based on, the following events or conditions: (i) economic hardship of either Party; (iii) loss of the Customer's markets or the Customer's inability to use any portion of the generation capacity provided by Company to serve the Customer's Contract Demand for any particular purpose; or (iii) breakage or failure of equipment, other than as a result of a Force Majeure Event.

16.4. Claims of Force Majeure. In connection with any Force Majeure Event, the affected Party shall: (i) provide reasonably prompt notice of such Force Majeure Event to the other Party giving an estimate of its expected duration and the probable impact on the performance of its obligations under this Agreement, but in no event will such notice take longer than five (5) Business Days after becoming aware of the impact of such Force Majeure Event, subject in all cases to the affected Party's right to observe any safety precautions that it determines are required in connection with such Force Majeure Event, which may prolong a determination of impact; (ii) provide periodic updates during the continuance of the Force Majeure Event that (A) summarize the measures taken by the affected Party and that the affected Party plans to take in order to mitigate the impact of such Force Majeure Event and (B) provide an estimate of the expected duration of the period during which the performance by the affected Party of its material obligations under this Agreement will be prevented or adversely affected due to the Force Majeure Event; (iii) take commercially reasonable actions to correct or cure the event or condition excusing performance under this Agreement so that the suspension of performance or adverse impact is no greater in scope and no longer in duration than is dictated by the problem; and (iv) exercise commercially reasonable efforts to mitigate or limit damages to the other Party. The affected Party's failure to

(Continued on Sheet No. 9.971)

(Continued from Sheet No. 9.970)

16.4. comply with any of its obligations in this Section 16.4 shall not prevent it from being excused from the performance of its obligations impacted by the Force Majeure Event, except to the extent that the other Party was actually prejudiced by such failure.

16.5. Resumption of Performance. The affected Party shall provide prompt notice to the other Party once it is able to resume performance of its obligations following the occurrence of a Force Majeure Event.

16.6. Termination Due To Force Majeure Event. In addition to and without limiting any other provisions of this Agreement, following the In-Service Date, if a Party is prevented from performing its material obligations under this Agreement due to (a) any single and then currently continuing Force Majeure Event for longer than three hundred and sixty-five (365) consecutive days, or (b) any Force Majeure Event(s) comprising more than three hundred and sixty-five (365) days in the aggregate in any twenty-four (24) month period, then in each case, either Party may terminate this Agreement early; provided that (i) Customer shall pay the Exit Fee pursuant to Section 4.3.2, and (ii) each Party will remain liable to the other Party for obligations that arose prior to termination

17. Assignment.

17.1. Consent Required. Except as provided in this Section 17, neither Party may assign or otherwise transfer this Agreement or its rights or obligations hereunder without the other Party's prior written consent, which consent may not be unreasonably delayed, conditioned, or withheld. Any assignment or other transfer in violation of this provision is null and void.

17.2. Permitted Assignment. Notwithstanding the foregoing:

17.2.1. The Customer's consent is not required for the Company to assign or transfer this Agreement or its rights or obligations hereunder with respect to: (i) transactions between or among Affiliates of the Company, including any corporate reorganization, merger, combination or similar transaction or transfer of assets or ownership interests between or among Affiliates of Company; or (ii) Change of Control of the Company. The Company shall notify the Customer of any such assignment or transfer no later than fifteen (15) days after the assignment or transfer.

17.2.2. The Company's consent is not required for the Customer to assign, transfer, or otherwise pledge this Agreement or its rights or obligations hereunder with respect to: (i) a Change of Control of the Customer; (ii) for collateral purposes to a Facility Lender (or for such Facility Lender, after exercising its foreclosure rights, to assign this Agreement to a third party); or (iii) transactions between or among Affiliates of the Customer, including any corporate reorganization, merger, combination or similar transaction, or transfer of assets or ownership interests between or among Affiliates of the Customer; provided, in each case (other than pursuant to a collateral assignment to a Facility Lender), that (x) the Credit Rating applicable successor, surviving entity, assignee or transferee, immediately after giving effect to such event is equal to or greater than the Credit Rating of the Customer (y) no Event of Default shall have occurred and be continuing immediately before, or can reasonably be expected to occur upon or as a result of, such assignment or transfer, and (z) such assignee or transferee has assumed in writing all of the obligations of the Customer under this Agreement (including the Customer's obligations to post and maintain security under Section 11) and has agreed to be bound by all the terms and conditions of this Agreement accruing or arising from and after the effectiveness of such assignment or transfer. The Customer shall notify the Company of any such assignment or transfer no later than fifteen (15) days after the assignment or transfer.

17.2.3. For any permitted collateral assignment under Section 17.2.2, the Company will execute a consent and agreement to enable such assignment as reasonably required by a Facility Lender. Any assignment to a Facility Lender will not relieve the Customer of its obligations or liabilities under this Agreement. The Company has no obligation to provide consent, or enter into any agreement, or that would materially increase the Company's obligations under this Agreement or that would be reasonably expected to adversely affect the Company. The Customer will pay directly or reimburse the Company for its reasonable out-of-pocket expenses incurred in the negotiation of any documents requested by the Customer or a Facility Lender under this Section 1

18. Indemnity.

18.1. The Company and the Customer shall defend (with respect to third-party claims), indemnify, and hold each other, and their respective officers, directors, employees, and agents, harmless from and against all third-party claims, demands, losses, liabilities, and expenses (including reasonable attorneys' fees) (collectively, "Losses") for personal injury or death to persons and damage to each other's physical property or facilities or the property of any other person to the extent arising out of, resulting from, or caused by the negligent or intentional and wrongful acts, errors, or omissions of the indemnifying Party. This obligation to indemnify, defend, and hold harmless applies notwithstanding any negligent or intentional acts, errors or omissions of the indemnitees but the indemnifying Party's liability to pay Losses to the indemnified Party shall be reduced in proportion to the

(Continued on Sheet No. 9.972)

(Continued from Sheet No. 9.971)

18.1. percentage by which the indemnitees' negligent or intentional acts, errors or omissions caused the Losses. Each Party's obligation to indemnify, defend, and hold harmless does not apply to Losses resulting from the sole negligence or willful misconduct of the potential indemnitee. An indemnitee that becomes entitled to indemnification or defense under this Section must notify the indemnifying Party of any claim or proceeding in respect of which it is to be indemnified or defended as soon as reasonably practicable after the indemnitee obligated to give such notice becomes aware of such claim or proceeding. Failure to give such notice shall not excuse the obligation to indemnify or defend except to the extent failure to provide notice adversely affects the indemnifying Party's interests in a material respect. The indemnifying Party shall, within 30 days after the date the indemnifying Party is notified of any such claim, assume the defense thereof with counsel designated by the indemnifying Party but reasonably acceptable to the indemnitee; except that if the defendants in any such action include both the indemnitee and the indemnifying Party or if the claim seeks an order of injunctive relief or other equitable remedies, involves criminal liability, or involves any Governmental Authority, then the indemnitee shall have the right to select and be represented by separate counsel designated by the indemnitee, at the expense of the indemnifying Party. If the indemnifying Party fails to assume the defense of a claim as required under this Agreement, the indemnitee may, at the expense of the indemnifying Party, contest, settle, or pay such claim and the indemnifying Party shall be bound by the results obtained by the indemnitee with respect to such claim. These indemnity provisions shall not be construed to relieve any insurer of its obligation to pay claims consistent with the provisions of a valid insurance policy.

19. Risk of Loss.

19.1. The Parties agree that title to, and risk of loss relate to, the energy delivered pursuant to this Agreement shall transfer from Company to Customer at the Point of Delivery.

19.2. Except under situations of gross negligence or intentional wrongdoing, including, without limitation, willful misconduct, by the other Party, each Party will have the full risk of loss for its own property and material, and each Party will obtain and maintain insurance coverage accordingly under its own insurance and risk management procedures. To the extent permitted by each Party's insurer, at no additional cost to that Party, each Party will require its property insurer to waive the right of subrogation.

20. Events of Default.

20.1. The occurrence with respect to a Party of any of the following events or conditions constitutes an event of default with respect to such Party (an "Event of Default"):

20.1.1. Such Party becomes Bankrupt;

20.1.2. Such Party assigns or transfers this Agreement other than in accordance with Section 17;

20.1.3. Customer materially breaches any provision of this Agreement, Rate Schedule LLCS-[1 or 2], or the Company's Tariff and fails to cure any such breach within ninety (90) days after written notice by Company of the existence and nature of such alleged breach; provided, however, that if such breach is not reasonably capable of being cured within such ninety (90) day period, then Customer will have additional time (not exceeding an additional thirty (30) days) as is reasonably necessary to cure the breach so long as Customer promptly commences and diligently pursues the cure; and

20.1.4. Company materially breaches any provision of this Agreement, and fails to cure any such breach ninety (90) days after written notice by Customer of the existence and nature of such alleged breach; provided, however, that if such breach is not reasonably capable of being cured within such ninety (90) day period, then Company will have additional time (not exceeding an additional thirty (30) days) as is reasonably necessary to cure the breach, so long as Company promptly commences and diligently pursues the cure.

20.2. Termination for Event of Default. If a Party fails to cure an Event of Default within the applicable cure period, and the default is not contested pursuant to the dispute resolution process set forth in Section 22, the non-defaulting Party will have the right to terminate this Agreement.

20.2.1. Prior to any such termination, the Company shall notify the Customer at least ninety (90) days in advance and describe the Customer's failure to comply. The Company may then terminate service under this Agreement at the end of the ninety (90) day notice period (the "Termination Period"); provided, if the Customer cures the Event of Default or other compliance deficiencies described by the Company, to the Company's satisfaction in its sole discretion, prior to the end of the Termination Period, the Company shall not terminate this Agreement.

(Continued on Sheet No. 9.973)

(Continued from Sheet No. 9.972)

21. Jurisdiction.

21.1. This Agreement is subject to the jurisdiction of the Commission as part of the provision of retail electric service by the Company to the Customer pursuant to the Company's Tariff.

22. Dispute Resolution and Venue.

22.1 If a dispute arises between the Parties regarding this Agreement, either Party will give written notice to the other Party. If the Parties are unable to resolve the dispute between themselves within sixty (60) days, either Party may submit the dispute to a court of competent jurisdiction in Florida, or in the United States District Court having jurisdiction in Florida, and each Party agrees that each such court shall have personal jurisdiction over it with respect to such proceeding, and waives any objections it may have, and expressly consents, to such personal jurisdiction.

1. Limitation on Consequential, Incidental, and Indirect Damages.

1.1. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER THE CUSTOMER NOR COMPANY, NOR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, SHALL BE LIABLE TO THE OTHER PARTY OR THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, MEMBERS, PARENTS, SUBSIDIARIES OR AFFILIATES, SUCCESSORS OR ASSIGNS, FOR CLAIMS, SUITS, ACTIONS OR CAUSES OF ACTION FOR INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, MULTIPLE OR CONSEQUENTIAL DAMAGES CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, OR ANY ACTIONS UNDERTAKEN IN CONNECTION WITH OR RELATED TO THIS CONTRACT, INCLUDING WITHOUT LIMITATION, ANY SUCH DAMAGES WHICH ARE BASED UPON CAUSES OF ACTION FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, STRICT LIABILITY, STATUTE, OPERATION OF LAW, UNDER ANY INDEMNITY PROVISION OR ANY OTHER THEORY OF RECOVERY. TO THE EXTENT ANY DAMAGES REQUIRED TO BE PAID HEREUNDER ARE LIQUIDATED, THE PARTIES ACKNOWLEDGE THAT THE DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, THAT OTHERWISE OBTAINING AN ADEQUATE REMEDY IS INCONVENIENT, AND THAT THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE APPROXIMATION OF THE ANTICIPATED HARM OR LOSS. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN, THE OBLIGOR'S LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES ONLY, AND SUCH DIRECT DAMAGES SHALL BE THE SOLE AND EXCLUSIVE MEASURE OF DAMAGES AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED; PROVIDED, HOWEVER, THE PARTIES AGREE THAT THE FOREGOING LIMITATIONS WILL NOT IN ANY WAY LIMIT THE LIABILITY OR DAMAGES UNDER ANY THIRD-PARTY CLAIMS OR THE LIABILITY OR DAMAGES OF A PARTY WHOSE ACTIONS GIVING RISE TO SUCH LIABILITY CONSTITUTE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THE PROVISIONS OF THIS SECTION 23 SHALL APPLY REGARDLESS OF FAULT AND SHALL SURVIVE TERMINATION, CANCELLATION, SUSPENSION, COMPLETION OR EXPIRATION OF THIS CONTRACT. NOTHING CONTAINED IN THIS AGREEMENT SHALL BE DEEMED TO BE A WAIVER OF A PARTY'S RIGHT TO SEEK INJUNCTIVE RELIEF.

2. Miscellaneous.

2.1. Confidentiality. With respect to the treatment of confidential information, the Parties shall remain subject to that certain Confidentiality Agreement by and between the Parties dated as of_____(the "Confidentiality Agreement"); provided, that, during the Term, the terms of the Confidentiality Agreement will govern this Agreement, notwithstanding any earlier termination or expiration of the Confidentiality Agreement.

2.2. No Third-Party Beneficiary. Except as expressly provided herein (including with respect to Section 17 and Section 18), this Agreement is for the sole and exclusive benefit of the Parties and is not intended to create a contractual relationship with, or cause of action or other rights in favor of, any Person other than the Parties.

2.3. Subcontractors and Agents.

(Continued on Sheet No. 9.974)

(Continued from Sheet No. 9.973)

20.3.1. Nothing in this Agreement shall prevent a Party from utilizing the services of any subcontractor or agent as it deems appropriate to perform its obligations under this Agreement; provided, however, that each Party shall require its subcontractors and agents to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of such subcontractor or agent.

20.3.2. The creation of any subcontract or agency relationship shall not relieve the hiring Party of any of its obligations under this Agreement. The hiring Party shall be fully responsible to the other Party for the acts or omissions of any subcontractor or agent the hiring Party hires as if no subcontract had been made; provided, however, that in no event shall Company be liable for the actions or inactions of Customer or its subcontractors or agents with respect to obligations of Customer. Any applicable obligation imposed by this Agreement upon the hiring Party shall be equally binding upon, and shall be construed as having application to, any subcontractor or agent of such Party.

20.3.3. The obligations under Section 24.3 will not be limited in any way by any limitation of subcontractor's or agent's insurance.

20.4. Headings. The captions contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained herein and are to be ignored for the purposes of construction.

20.5. Governing Law. This Agreement will be interpreted and governed by the laws of the State of Florida, without regard to its conflict of laws' provisions.

20.6. No Joint System. The Parties each own and operate separate interconnected electric systems, and no provision of this Agreement will be interpreted to mean or imply the Parties have established or intend to establish a jointly-owned electric system, a joint venture, trust, a partnership, or any other type of association.

20.7. Relationship to Tariffs. The Parties acknowledge that all the rights and obligations identified in the Company's Tariff will apply to this Agreement, and nothing contained herein will abrogate any of the rights or entitlements of the Company or the Customer pursuant to the Tariff other than as explicitly set forth in this Agreement, subject to any required approval of the Commission or other applicable regulatory authority for the provision of retail electric service to the Customer. In the event any term of this Agreement conflicts with the Tariff, the terms of this Agreement will control.

20.8. Entire Agreement and Amendment. This Agreement, together with all appendices attached hereto, constitutes the entire agreement between the Parties and supersedes any and all prior oral or written understandings. Except as provided in Sections 10.3 and 13.2, no amendment, addition to, or modification of any provision hereof is binding upon the Parties, and neither Party will be deemed to have waived any provision or any remedy available to it, unless such amendment, addition, modification, or waiver is in writing and signed by a duly authorized officer or representative of each Party.

20.9. Waiver. The failure of either Party to enforce or insist upon compliance with or strict performance of any of the terms or conditions of this Agreement, or to take advantage of any of its rights thereunder, will not constitute a waiver or relinquishment of any such terms, conditions, or rights, but the same will be and remain at all times in full force and effect.

20.10. Severability. If any Governmental Authority holds or declares that any provision of this Agreement is invalid, or if, as a result of a change in any Applicable Law, any provision of this Agreement is rendered invalid or results in the impossibility of performance thereof, the remainder of this Agreement not affected thereby will continue in full force and effect. In such an event, the Parties will promptly renegotiate in good faith new provisions to restore this Agreement as nearly as possible to its original intent and effect.

20.11. Counterparts. This Agreement may be executed in any number of counterparts, and each executed counterpart will have the same force and effect as an original instrument.

(Continued on Sheet No. 9.975)

(Continued from Sheet No. 9.974)

In Witness Whereof, the Parties have caused this Agreement to be duly executed as of the date first written above.

FLORIDA POWER & LIGHT COMPANY

By:_____

Title:_____

Witness:_____

Date:_____

CUSTOMER NAME]

By:_____

Title:_____

Witness:_____

Date:_____

(Continued on Sheet No. 9.976)

(Continued from Sheet No. 9.975)

Appendix A

Load Ramp Demand and Load Ramp Period

[To be Inserted]

(Continued on Sheet No. 9.977)

(Continued from Sheet No. 9.976)

Appendix B

Parent Company Guaranty

[To be inserted]

(Continued on Sheet No. 9.978)

(Continued from Sheet No. 9.977)

Appendix C

Rate Schedule LLCS-[1 or 2]

[To be Inserted]

(Continued on Sheet No. 9.979)

(Continued from Sheet No. 9.978)

Appendix D

Notices

(Continued on Sheet No. 9.980)

(Continued from Sheet No. 9.979)

Addresses for Notices

For Customer:	For Company:
With Copies to:	
For Operational Matters:	

(Continued on Sheet No. 9.981)

(Continued from Sheet No. 9.980)

Appendix E

Form Irrevocable Standby Letter of Credit

(Continued on Sheet No. 9.982)

(Continued from Sheet No. 9.981)

FORM IRREVOCABLE STANDBY LETTER OF CREDIT

[ISSUING BANK] IRREVOCABLE STANDBY LETTER OF CREDIT

DATE OF ISSUANCE: [Date of issuance]

Florida Power & Light Company ("Beneficiary")
Attention: [Contact Person]

Applicant
Name and address

Re: [ISSUING BANK] Irrevocable Standby Letter of Credit No.

Sirs/Mesdames:

We hereby establish in favor of Beneficiary (sometimes alternatively referred to herein as "you") this Irrevocable Standby Letter of Credit No. _____ (the "Letter of Credit") for the account of _____ ("Company"), located at _____, effective immediately and expiring on the date determined as specified in numbered paragraph 5 below.

We have been informed that this Letter of Credit is issued pursuant to the terms of that certain LLCS Service Agreement, dated as of _____, between Company and Beneficiary (as amended, restated, supplemented, or otherwise modified from time to time, the "Agreement").

1. Stated Amount. The maximum amount available for drawing by you under this Letter of Credit shall be [written dollar amount] United States Dollars (US$ [dollar amount]) (such maximum amount referred to as the "Stated Amount").

2. Drawings. A drawing hereunder may be made by you on any Business Day on or prior to the date this Letter of Credit expires by delivering to us in accordance with the instructions below, a copy of this Letter of Credit together with a Draw Certificate executed by an authorized person substantially in the form of Attachment A hereto (the "Draw Certificate"), appropriately completed and signed by your authorized officer. Partial drawings and multiple presentations may be made under this Letter of Credit. Draw Certificates under this Letter of Credit may be presented by Beneficiary by means of facsimile to our fax no. [fax number] or original documents sent by overnight delivery or courier to [issuing bank] at our address set forth above, Attention: [contact for presentation] (or at such other address as may be designated by written notice delivered to you as contemplated by numbered paragraph 8 below).

3. Time and Method for Payment. We hereby agree to honor a drawing hereunder made in compliance with this Letter of Credit by, at sight, transferring in immediately available funds the amount specified in the Draw Certificate to such account at such bank in the United States as you may specify in your Draw Certificate. If the Draw Certificate is presented to us at such address by 12:00 noon, Eastern Standard Time, on any Business Day, payment will be made not later than our close of business on third succeeding Business Day and if such Draw Certificate is so presented to us after 12:00 noon, Eastern Standard Time, on any Business Day, payment will be made on the fourth succeeding Business Day. In clarification, we agree to honor the Draw Certificate as specified in the preceding sentences, without regard to the truth or falsity of the assertions made therein.

4. Non-Conforming Demands. If a demand for payment made by you hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give you prompt notice not later than two Business Days following receipt that the demand for payment was not effectuated in accordance with the terms and conditions of this

(Continued on Sheet No. 9.983)

(Continued from Sheet No. 9.982)

Letter of Credit, stating the reasons therefor and that we will upon your instructions hold any documents at your disposal or return the same to you. Upon being notified that the demand for payment was not effectuated in conformity with this Letter of Credit, you may correct any such non-conforming demand and re-submit on or before the then current expiry date.

5. Expiration, Initial Period and Automatic Extension. The initial period of this Letter of Credit shall terminate on [one year from the issuance date] (the "Initial Expiration Date"). The Letter of Credit shall be automatically extended without amendment for one (1) year periods from the Initial Expiration Date or any future expiration date, unless at least sixty (60) days prior to any such expiration date we send you notice by registered mail or courier at your address first shown (or such other address as may be designated by you as contemplated by numbered paragraph 8) that we elect not to consider this Letter of Credit extended for any such additional one year period. Notwithstanding the foregoing extension provision, this Letter of Credit shall automatically expire at the close of business on the date on which we receive a Cancellation Certificate in the form of Attachment B hereto executed by your authorized officer and sent along with the original of this Letter of Credit and all amendments (if any). Upon receipt by you of such notice of non-extension, you may draw hereunder up to the available amount, on or before the then current expiry date, against presentation to us of your Draw Certificate, appropriately completed and signed by your authorized officer.

6. Business Day. As used herein, "Business Day" shall mean any day on which commercial banks are not authorized or required to close in the State of Florida, and inter-bank payments can be effected on the Fedwire system.

7. Governing Law. THIS LETTER OF CREDIT IS GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE INTERNATIONAL STANDBY PRACTICES, ICC PUBLICATION NO. 590 (THE "ISP98"), AND AS TO MATTERS NOT ADDRESSED IN ISP98, BY THE LAWS OF THE STATE OF FLORIDA.

8. Notices. All communications to you in respect of this Letter of Credit shall be in writing and shall be delivered to the address first shown for you above or such other address as may from time to time be designated by you in a written notice to us. All documents to be presented to us hereunder and all other communications to us in respect of this Letter of Credit, which other communications shall be in writing, shall be delivered to the address for us indicated above, or such other address as may from time to time be designated by us in a written notice to you.

9. Irrevocability. This Letter of Credit is irrevocable.

10. Issuing Bank Charges. All of our charges are for the account of Applicant.

11. Complete Agreement. This Letter of Credit sets forth in full our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein, except for the ISP98. Neither this Letter of Credit (including Attachment A and Attachment B) nor any notice referred to herein, shall be deemed to incorporate by reference any document, instrument or agreement except as set forth above.

* * *

SINCERELY,
[ ]

_____ _____
Authorized Signature Authorized Signature

ADDENDUM NO. 1
TO
TO THE LLCS SERVICE AGREEMENT

This Addendum No. 1 to the LLCS Service Agreement ("Addendum No. 1") is entered into as of the date last signed below (the "Addendum Effective Date"), by and between Florida Power & Light Company ("Company") and _____ ("Customer"). Company and Customer are sometimes referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, the Parties entered into a LLCS Service Agreement dated _____, _____ ("Agreement"); and

WHEREAS, pursuant to Section 20.8 of the Agreement, the Parties desire to enter and be legally bound by this Addendum No. 1 to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation and Limitation

1.1. Capitalized terms not defined in this Addendum No. 1 have the meanings set forth in the Agreement.

1.2. This Addendum is hereby appended to, incorporated into, and made a part of the Agreement. Except as expressly set forth in this Addendum, all terms and conditions of the Agreement remain unchanged and in full force and effect.

1.3. Except as expressly stated herein, nothing in this Addendum No. 1 is intended to (a) amend the Agreement, (b) waive any other rights or remedies of the Company, or (c) create any commitments beyond those expressly stated in the Agreement or herein.

1.4. In the event of any inconsistency or conflict between this Addendum No. 1 and the Agreement, the Agreement will control, except to the extent of the express clarification set forth in Sections 2 and 3 herein.

2. Mitigation/Offset of Exit Fee for Early Termination

2.1. The Company hereby acknowledges and contractually agrees that, if the Agreement is terminated early in a circumstance where an "Exit Fee" would otherwise be payable under Section 4.3 of the Agreement (including, without limitation, Section 4.3.2 or 4.3.3), the Company has a duty to take commercially reasonable steps to mitigate damages consistent with prudent utility practice.

2.2. Consistent with that duty, the Company further acknowledges and contractually agrees that, following an early termination that gives rise to an Exit Fee under Section 4.3, the Company will consider commercially reasonable opportunities, if any, to (a) recontract the capacity associated

with the Incremental Generation Charges under the Agreement or (b) repurpose such capacity in another reasonable manner (collectively, "Replacement Arrangements"), in each case on terms the Company determines are reasonable and acceptable to the Company in its sole discretion. Any net proceeds the Company actually realizes from any Replacement Arrangements that are attributable to the terminated capacity (net of the Company's reasonable incremental and transaction costs, as determined by the Company) will be applied by the Company as a dollar-for-dollar offset/credit against the Exit Fee otherwise calculated under Section 4.3 (the "Mitigation Offset").

2.3. For the avoidance of doubt:

2.3.1. No obligation to recontract on unacceptable terms. Nothing in this Addendum No. 1 requires the Company to enter into any Replacement Arrangement on terms the Company determines, in its sole discretion, to be uneconomic, imprudent, operationally infeasible, inconsistent with reliability obligations, or otherwise not reasonable for the Company.

2.3.2. Confidentiality and limited transparency. The Company's efforts to pursue Replacement Arrangements may involve commercially sensitive or confidential information (including third-party pricing and terms). Accordingly, the Company will not provide the Customer with confidential underlying bids, term sheets, or third-party agreements.

2.3.3. Company determination controls for purposes of any voluntary reduction. The existence, timing, structure, and economics of any Replacement Arrangements, and the resulting Mitigation Offset (if any), will be determined by the Company in its sole discretion and based on the facts and circumstances known to the Company at the time. The Customer will have no approval rights with respect to such determinations, and any Mitigation Offset applied will reflect only the Company's actual ability to recontract or repurpose the relevant capacity as the Company reasonably determines.

2.3.4. Supporting documentation. The Company shall maintain reasonable books and records sufficient to support any Mitigation Offset. Upon the Customer's written request, the Company shall provide copies of such supporting documentation as are reasonably necessary to substantiate the Mitigation Offset; provided that the Company may redact confidential information and third-party sensitive information and may satisfy this obligation by providing summaries or excerpts where full copies are not reasonably available or would require consent of the disclosure of third-party confidential information that the Company is unable to obtain.

2.4. Nothing in this Section 1 of Addendum No. 1 is intended to expand any obligation beyond the Company's duty to take commercially reasonable steps to mitigate, nor to create any duty to achieve a particular mitigation outcome.

3. Exit Fee for Uncured Company Force Majeure Event

3.1. The Force Majeure framework in Section 16 of the Agreement recognizes that a Party may be excused from performance when prevented by a Force Majeure Event, subject to notice and mitigation efforts. Section 16.6 of the Agreement provides that a Party may terminate for a Force Majeure Event, and that the "Customer shall pay the Exit Fee pursuant to Section 4.3.2" if the Agreement is terminated pursuant to Section 16.6.

3.2. The Parties hereby clarify and contractually memorialize the intent under Section 16.6 of the Agreement as follows: If (i) the Company experiences a Force Majeure Event as defined in the Agreement, (ii) the Company is unable to cure such Force Majeure Event and resume performance under the Agreement in accordance with Sections 16.4 and 16.5 of the Agreement, and (iii) as a result the Agreement is terminated by the Company under Section 16.6, then the Company will not seek, invoice, or collect any outstanding Exit Fee from the Customer in connection with such termination.

3.3. This Section 3 of Addendum No. 1 is intended to reflect the Company's position and contractual commitment that the Customer should not bear an Exit Fee in the narrow circumstance where the Company's uncured Force Majeure Event prevents the Company from resuming performance pursuant to Section 16 of the Agreement. This Section 3 of Addendum No. 1 does not otherwise change the Customer's obligation to pay an Exit Fee for the Customer's termination due to a Force Majeure Event pursuant to Section 16.6 of the Agreement.

4. Counterparts. This Agreement may be executed in any number of counterparts, and each executed counterpart will have the same force and effect as an original instrument.

[Remainder of Page Left Intentionally Blank;

Signatures on the Following Page]

IN WITNESS WHEREOF, the Parties have caused this Addendum No. 1 to be duly executed by their duly authorized officers as of the Addendum Effective Date.

FLORIDA POWER & LIGHT COMPANY

By: _____

Name: _____

Title: _____

Witness: _____

Date: _____

[CUSTOMER]

By: _____

Name: _____

Title: _____

Witness: _____

Date: _____

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

City Clerk's Office City Of Pensacola
City Clerks Office - Legal Ads
Po Box 12910
Pensacola FL 32521-0001

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Pensacola News Journal, a newspaper published in Escambia County, Florida; with circulation in Escambia and Santa Rosa Counties; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible website of Escambia County, Florida, or in a newspaper by print in the issues of, on:

PNJ Pensacola News_Journal 07/06/2026
PNJ pnj.com 07/06/2026

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/06/2026

Legal Clerk

Notary, State of WI, County of Brown

5·15·27

My commission expires

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NANCY HEYRMAN
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING

On Thursday, July 16, 2026, at 5:30 p.m. in the Council Chambers, 1st Floor of City Hall, 222 West Main Street, Pensacola, FL, the Pensacola City Council will conduct a public hearing to receive the benefit of citizen input for the purpose of considering:

TEMPORARY MORATORIUM ON THE ACCEPTANCE, REVIEW, OR APPROVAL OF LARGE-SCALE DATA CENTERS AND LARGE LOAD CUSTOMER FACILITIES WITHIN THE PENSACOLA CITY LIMITS.

You are not required to respond or take any action regarding this notice; but if you wish to speak before City Council on this subject, you are invited to be present at the scheduled hearing. The agenda package can be accessed on the City's website upon availability: https://pensacolafl.portal.civicclerk.com/. The meeting may also be viewed live stream at: https://cityofpensacola.com/video.

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

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

For additional information regarding this hearing, please call CITY COUNCIL STAFF AT 850-435-1680.

CITY OF PENSACOLA, FLORIDA

Visit www.cityofpensacola.com to learn more about City activities. Council agendas posted on-line before meetings.

LEGAL AD
ONE (1) TIME ONLY
July 6, 2026
July 6 2026
LSAR0549258

File #: 26-764 Agenda Conference 8/10/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

APPLICATION FOR EXCLUSIVE USE PARKING - 13 SPACE LOCATED ON 8TH AVENUE ADJACENT TO 805 E GADSDEN STREET CITY RIGHT-OF-WAY

RECOMMENDATION:

That City Council approve the continued exclusive use of thirteen (13) parking spaces located within the City right-of-way on 8th Avenue adjacent to 805 E. Gadsden Street for customer parking for East Hill Animal Hospital. Also, that City Council authorize the Mayor to take the actions necessary to execute and administer a formal agreement to be negotiated at a later date consistent with the terms of the agreement and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance the City of Pensacola Strategic Plan Goal #7: Thriving Innovation & Businesses.

This use was previously approved by City Council as a License to Use (LTU), and the applicant is requesting to continue the exclusive use of thirteen (13) parking spaces located within the City's right-of-way.

PRIOR ACTION:

June 4, 2009 - City Council approved the request for license to use city right of way at 805 East Gadsden Street.

FUNDING:

N/A

FINANCIAL IMPACT:

Based on an estimated land value of $605.00 per space per year, 13 spaces equals an annual use fee payment to the City of $7,865.00.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: No

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Lissa Dees, Parking & Constituent Service Director

ATTACHMENTS:

1. Exclusive Use Parking License Agreement
2. Parking Exclusive Use Application

PRESENTATION: No

EXCLUSIVE USE PARKING LICENSE AGREEMENT

THIS EXCLUSIVE USE PARKING LICENSE AGREEMENT ("**Agreement**") is made and entered into as of the Effective Date as set forth on the signature page below, by and between the CITY OF PENSACOLA, a municipal corporation of the State of Florida with the address of 222 West Main Street, Pensacola, Florida 32502, (hereinafter referred to as the "**City**"), and **East Hill Animal Hospital** with the business address of Click or tap here to enter text., (hereinafter referred to as the "**Licensee**").

WITNESSETH:

WHEREAS, the City is the owner of that certain real property located in Escambia County, Florida, as more particularly described as **E. Gadsden Street right-of-way and a portion of 8th Ave, adjacent to property at 805 E. Gadsden** (the "**Subject Property**");

WHEREAS, Licensee is the owner of that certain real property adjacent to the Subject Property in Escambia County, Florida, and more particularly depicted and described on Exhibit A attached hereto (the "**Licensee Property**");

WHEREAS, at the time of this Agreement, Licensee intends to operate the Licensee Property as **East Hill Animal Hospital** (the "**Project**");

WHEREAS, on or about Click or tap here to enter text., Licensee submitted that certain Application for Exclusive Use Parking Within City Right-of-Way (the "**Application**"), including payment of all required fees due at the time of the Application, for consideration by the City Council; and

WHEREAS, the City Council approved Licensee's Application on _____ and this Agreement is entered into now to memorialize the terms and conditions of that approval and to establish certain rights, restrictions and obligations as more particularly set forth herein.

NOW THEREFORE, in consideration of the mutual benefits and obligations hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Licensee hereby agree as follows:

1. **Property and Use**. The City does hereby grant to Licensee, subject to the terms, conditions and limitations hereinafter set forth, an exclusive license to use the Subject Property for the purpose of installation, operation, construction, repair and maintenance of parking spaces adjacent to the Licensee Property.

2. **Business Operations Required**. This license must be for the use of the brick-and-mortar establishment described above, i.e., the Project, and Licensee must possess an active business use and current Business Tax Receipt (BTR). Failure of Licensee to continue operation of the Project with an active BTR shall be cause for the City to immediately terminate this Agreement and to retake exclusive possession of the Subject Property. In such case, the City shall not be required to first comply with the notice and cure provisions set forth in paragraph 10 below.

3. **Term**. The term of this Agreement shall be for a period of **One (1)** year(s) from the Effective Date.

4. **Fees**. A renewal fee of **$100.00** and a use fee based on the estimated property value of the Subject Property will be assessed and charged at the renewal of each term. Fees may be paid electronically on the portal at MyGovernmentOnline.org.

5. **Renewal**. License renewal applications may be administratively approved, provided no modifications to the current license are requested and all requirements are met by Licensee. Licensee's failure to remit license renewal application or the required fees within thirty (30) days of term expiration shall be cause for the City to immediately terminate this Agreement and to retake exclusive possession of the Subject Property. In such case, the City shall not be required to first comply with the notice and cure provisions set forth in paragraph 10 below. If Licensee fails to surrender the Subject Property after the City terminates this Agreement pursuant to this paragraph, the City, in compliance with applicable law, may enter and take possession of the Subject Property and remove Licensee's property from the Subject Property. In the event of an automatic termination pursuant to this paragraph, Licensee shall be required to re-apply for a new license to utilize the Subject Property for exclusive parking purposes.

6. **Improvements**. Any construction, installation, maintenance and/or repair work performed by Licensee or any of Licensee's agents hereunder shall be performed in accordance with the following terms and conditions:

(a) Any work performed by Licensee or any of Licensee's agents on the Subject Property, including, without limitation, installation, construction, repair and maintenance of the parking spaces, shall be performed (i) only following written notice (including such related plans and specifications as may be reasonably requested by the City) to and approval from the City of the proposed work, which consent shall not be unreasonably withheld; (ii) in a good, expeditious and workmanlike manner; (iii) in compliance with all applicable permits, laws, ordinances, regulations and orders; (iv) in a manner that does not interfere with accessibility measures or any utilities or facilities within the City right-of-way; and (v) in a manner that does not obstruct the view of motorists or otherwise interfere with safe passage of motor vehicles on streets adjacent to the Subject Property and the Licensee Property.

(b) Licensee shall be responsible for installation and maintenance of all signage, subject to state and local requirements and prior written approval from the City as to location, size, design and content.

(c) Licensee shall not permit any liens to be filed against the Subject Property (or any portion thereof) arising out of Licensee's or its agents' construction activities performed hereunder. In the event any such lien is filed, Licensee shall cause such lien to be released or otherwise bonded off within thirty (30) days of receipt of written notice of the filing of such lien.

7. **Maintenance of Subject Property**. Licensee shall take good care of the Subject Property and shall maintain the Subject Property in good order and repair, including but not limited to regular cleaning, crack sealing and patching, sealcoating, drainage maintenance and line striping.

8. **Parking Enforcement**. Licensee shall have no parking enforcement rights whatsoever with respect to the Subject Property and is prohibited from hiring or retaining any third-party individual or entity to perform parking enforcement services on the Subject Property. The only parking rules and regulations applicable to and enforceable on the Subject Property shall be those found in Chapter 11-2 of the City of Pensacola Code of Ordinances and otherwise determined by the City to be applicable. Licensee shall contact the City Parking Management Department for the enforcement of all suspected violations of City parking rules and regulations on the Subject Property. The City shall retain all enforcement rights, expenses, and revenues associated with the enforcement of parking within said parking spaces.

9. **Indemnification**. Licensee shall indemnify and hold harmless the City from any and all liability, claims, demands, damages, fees, fines, penalties, expenses (including attorney's fees and costs), suits, proceedings, actions or causes of action, of every kind and nature whatsoever, arising out of or occurring in connection with the occupancy and/or use of Subject Property by Licensee, or Licensee's agents, guests, invitees or users of whatsoever description, or resulting from any breach, default, non-performance, or violation of any of Licensee's obligations under this Agreement. Licensee shall at its own expense defend any and all actions, suits, or proceedings which may be brought against the City or in which the City may be impleaded with others in any such action or proceeding arising out of Licensee's use or occupancy of the Subject Property. This paragraph shall survive expiration or termination of this Agreement.

10. **Default and Remedies**.

a. Events of Default. The occurrence of the following (including the expiration of the applicable notice and cure period set forth below), shall constitute an "Event of Default" under this Agreement:

Should Licensee be in breach in the timely performance of any of its promises, covenants or agreements contained in this Agreement and should such breach of performance remain un-remedied, after expiration of a period of thirty (30) days after delivery of a written notice from the City to Licensee specifying the breach in question, or, in the case of a breach that cannot reasonably be remedied within a thirty (30) day period, then such breach remains un-remedied after expiration of such longer period of time after delivery of such written notice from the City as is reasonably required by Licensee to fulfill or perform such obligations, provided that Licensee commences to fulfill such obligations or remedy such breach within thirty (30) days after notice from the City and thereafter diligently prosecutes such curative efforts in a commercially reasonable manner to completion.

b. Remedies of the City. Subject to the cure and notice period described above, upon an Event of Default, the City may (i) enforce the specific performance of this License Agreement, (ii) terminate this License Agreement in the City's discretion, in which case Licensee shall immediately surrender the Subject Property to the City, or (iii) terminate Licensee's rights to possession of the Subject Property. If Licensee fails to surrender the Subject Property after the City terminates this License Agreement or Licensee's right to possession of the Subject Property, the City, in compliance with applicable law, may enter and take possession of the Subject Property and remove Licensee's property from the Subject Property. Licensee shall pay the City, on demand, all past due renewal or use fees and other losses and damages the City suffers as a result of Licensee's Event of Default, any other Event of Default occurring thereafter, or the City's cost to restore the Subject Property to its original condition, reasonable wear and tear expected. Notwithstanding any provisions of this Agreement to the contrary, the City shall not be liable to Licensee for any punitive, consequential, indirect or special damages (including without limitation, business interruption and loss of profit), whether arising in tort, contract or otherwise, by reason of this Agreement.

The respective rights of the City under this License Agreement shall be cumulative and failure on the part of the City to exercise promptly any such rights afforded it shall not operate to forfeit any such rights. No forbearance by the City of action upon any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions, and covenants herein contained. Forbearance by the City to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any other violation or Event of Default. Further, the acceptance by the City of fees or other charges or payments by Licensee 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, whether or not the City has or had knowledge of such Event of Default. Legal actions to recover for loss or damage that the City may suffer by reason of termination of this License Agreement shall include the expense of repossession and any restoration efforts undertaken by the City following repossession.

c. Self-Help. In addition to all other remedies available at law or in equity, upon the failure of the Licensee to cure a breach of this Agreement within the notice and cure period described above, the City shall have the right to perform such obligation contained in this Agreement on behalf of the Licensee and be reimbursed by Licensee upon written demand for the

reasonable costs thereof, including without limitation, out-of-pocket charges, fees, costs, and expenses incurred by the City in connection therewith (including reasonable attorney's fees and expenses), together with simple interest at the rate of eight percent (8%) per annum. Such charges, fees, costs, expenses, and interest shall be paid by the Licensee within fifteen (15) days from receipt of a statement thereof from the City (accompanied by reasonable documentation substantiating such statement).

11. **No Representations**. It is understood and agreed that Licensee accepts the Subject Property and the ground under it in its present condition, and no representation or warranty as to any portion, part or section of the Subject Property is hereby or has ever been made by the City; including without limitation, whether it is safe or suitable for the purpose for which it is permitted to be used by Licensee.

12. **Insurance**. Until the termination of this license is acknowledged in writing by the City, Licensee agrees to purchase and maintain in full force and effect, liability insurance coverage, including contractual liability coverage on the Subject Property of the type and in the amount as determined by the City as reasonable. Initially, the limits of liability of such coverage shall be at least $1,000,000 combined single limits of liability per occurrence for bodily injury including death and property damage. Licensee further agrees that if it has any employees performing work on the Subject Property, Licensee shall purchase and maintain worker's compensation insurance coverage for all worker's compensation obligations. Additionally, the worker's compensation policy must include Employer's Liability Coverage of at least $1,000,000 each person per accident and $1,000,000 aggregate. Licensee agrees that if the parking spaces within the Subject Property are to be utilized for valet parking, Licensee shall purchase and maintain Garage Keeper's Legal Liability Coverage of at least $1,000,000 per accident. The City will give Licensee at least ninety (90) days prior written notice of any increase in the required limits of liability. Licensee will agree to have in force, by the end of such ninety (90) day period, the newly required limits of liability. Prior to undertaking any activity upon the Subject Property, Licensee shall provide the City with Certificates of Insurance, satisfactory to the City, evidencing the existence of such insurance. Required insurance shall be documented in the Certificates of Insurance which provide that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. The City of Pensacola shall be named on each Certificate as an Additional Insured and this Agreement shall be listed. If required by the City, the Licensee shall furnish copies of the Licensee'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. The Licensee shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Licensee shall, upon instruction of the City, cease all parking under this Agreement until directed by the City, in writing, to resume parking. The Certificate Holder shall

be listed as follows: City of Pensacola, Risk Management, P. O. Box 12910, Pensacola, FL 32521-0063. Failure of Licensee to provide and maintain the requisite insurance shall be cause for the City to terminate this Agreement and to retake exclusive possession of the Subject Property immediately upon giving notice of its intention to do so to Licensee.

13. **Loss Control and Safety**. The Licensee shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the Subject Property and the manner in which such activities shall be undertaken and to that end, the Licensee shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Licensee for the protection of all persons, including employees, and property from harm caused by negligent acts or omissions of the Licensee.

14. **Pay On Behalf of the City**. The Licensee 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 above paragraph 9, "Indemnification." 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.

15. **Licensee's Termination of License**. This license shall be for the sole use and benefit of Licensee. Licensee may relinquish its interest in the Subject Property and may be relieved of its obligations under this Agreement by giving written notice of its intention to do so to the City and, if requested by the City, removing any improvements placed by Licensee upon the Subject Property, and restoring the Subject Property to its original condition, reasonable wear and tear expected. When the City has acknowledged in writing its satisfaction therewith, this Agreement shall be terminated, and the City and Licensee shall have no further obligation arising hereunder. Provided, however, Licensee shall in no event be excused from its obligations to paragraphs 9 and 12 with respect to acts or occurrences prior to the termination of this Agreement.

16. **Transferability**. Licensee shall not be permitted to assign or transfer this Agreement or any estate or interest herein, sublet or permit the occupancy of the Subject Property or any part thereof by anyone other than the Licensee and the Licensee's invitees in the ordinary course of its business, without the prior written consent of the City Council. This paragraph more specifically prohibits the Licensee and the Licensee's agents from requiring, charging or collecting a fee to park on the Subject Property at any time, excluding valet service fees charged to Licensee's invitees in the ordinary course of Licensee's business. Any consent by the City to any act of assignment, subletting or occupancy shall be held to apply only to the specific transaction thereby authorized. Such consent shall not be construed as a waiver of the duty of the Licensee, or its legal representatives or assigns, to obtain from the City its consent to any other or subsequent assignment, subletting or occupancy or as modifying or limiting the rights of the City under the foregoing covenants by the Licensee not to assign or sublet without such consent. Unauthorized assignments or transfers of this Agreement or any estate or interest herein shall be cause for the City to terminate this Agreement and to retake exclusive possession of the Subject Property immediately upon giving notice of its intention to do so to Licensee. In any event, no such assignment, subletting or occupancy shall relieve the Licensee of its obligations hereunder without the prior written consent of the City Council.

17. **Public Records**. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event Licensee fails to abide by the provisions of Chapter 119, Florida Statutes, the City may, without prejudice to any right or remedy and after giving Licensee seven (7) days written notice, during which period Licensee fails to allow access to such documents, terminate this Agreement.

18. **Notices**. Any notice required or permitted under this Agreement shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:

If to City:

City of Pensacola
ATTN: Parking Services Director
222 W. Main Street
Pensacola, Florida 32502

If to Licensee:

East Hill Animal Hospital

ATTN: **Laura Tonetti Hall DVM PA**

805 E. Gadsden Street

Pensacola, Florida 32501

Notices mailed in accordance with the provisions of this Section shall be deemed to have been given on the fifth (5th) business day following mailing. Notices personally delivered shall be deemed to have been given upon delivery.

19. **No Joint Venture or Partnership**. This Agreement shall not be construed so as to create a joint venture, partnership, employment, or other agency relationship between the parties to this Agreement.

20. **Choice of Law and Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the parties stipulate venue shall be in Escambia County, Florida for any proceeding which is the subject of the license.

21. **Amendments**. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated, except by an instrument in writing signed by the City and Licensee or their respective successors and assigns and recorded in the office in which this Agreement is recorded.

22. **Non-Waiver**. The failure of any party hereto to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions. Additionally, nothing contained herein shall be construed as a waiver of the City of Pensacola's sovereign immunity or as a waiver of damages or limitations under Florida Statute 768.28.

23. **Binding Effect**. The terms of this Agreement shall inure to the benefit of and be binding upon the parties hereto.

24. **Captions; Pronouns**. The captions in this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement. Whenever the context hereof admits or requires, words in the singular may be regarded as in the plural and vice-versa, and personal pronouns may be read as masculine, feminine and neutral.

25. **Use**. Licensee and its agents, guests, invitees or users of whatsoever description shall use the Subject Property in accordance with all applicable laws and in a responsible and orderly manner so as not to create any excessive noise or disturbance.

26. **Severability**. Invalidation of any of the provisions contained in this Agreement shall in no way affect any of the other provisions hereof or the application thereof to any other person or entity, and the remainder of this Agreement shall remain in full force and effect.

27. **Use of E-Verify System**. In compliance with the provisions of § 448.095, Florida Statutes, the parties to this Agreement and any subcontractors engaged in the performance of this Agreement hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

{SIGNATURE PAGE FOLLOWS}

IN WITNESS WHEREOF, this Agreement is executed by the authorized representatives of the City and Licensee on the ____ day of _____, 20___ (the "**Effective Date**").

ATTEST:

_____
Ericka L. Burnett
City Clerk

(City Seal)

CITY OF PENSACOLA, FLORIDA

_____
D.C. Reeves
Mayor

ATTEST:

_____

Print Name: _____
Corporate Secretary

(Corporate Seal)

LICENSEE

_____

Print Name: Laura Tonetti Hall DVM PA
Title: Owner

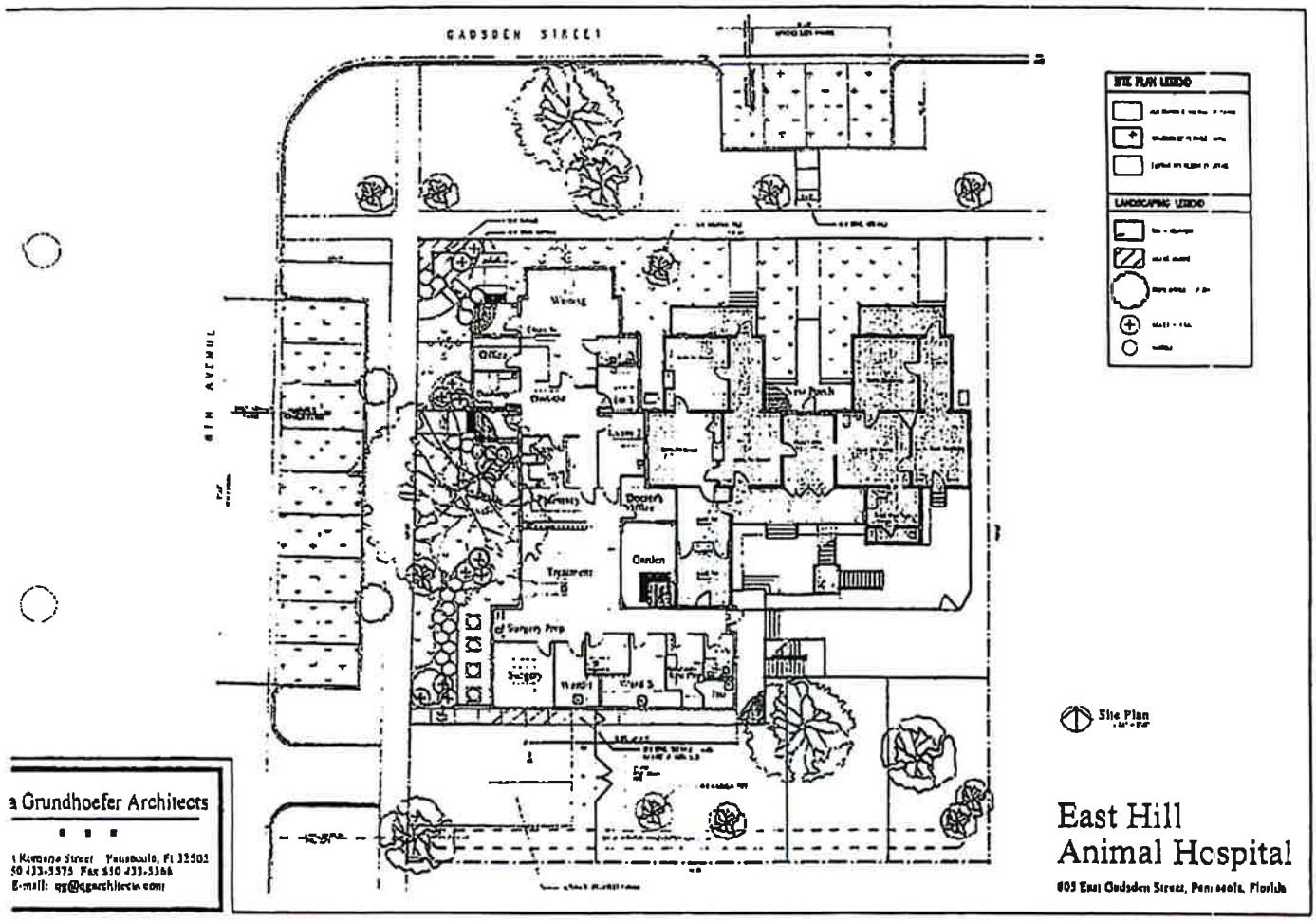
Approved as to form and execution:

_____
City Attorney

EXHIBIT A

Depiction and Description of Licensee Property

[see attached]


GADSDEN STREET
9TH AVENUE
Garden
Site Plan
East Hill
Animal Hospital
Grundhoefer Architects

805 E. Gadsden

Gadsden 11

805 E Gadsden

N. 8th Ave.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
HUB INTL MIDWEST LTD/AVMA/PLIT 83550728 203 N LA SALLE ST 20TH FL CHICAGO IL 60601	PHONE (A/C, No, Ext): (866) 878-0775	FAX (A/C, No): (312) 922-5358
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Twin City Fire Insurance Company	29459
INSURED LAURA TONETTI HALL DVM PA EAST HILL ANIMAL HOSPITAL DBA PENSACOLA PET RESORT 801 E CERVANTES ST PENSACOLA FL 32501-3281	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			83 SBM AD8223	09/05/2025	09/05/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			83 SBM AD8223	09/05/2025	09/05/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A	EMPLOYMENT PRACTICES LIABILITY			83 SBM AD8223	09/05/2025	09/05/2026	Each Claim Limit Aggregate Limit	$10,000 $10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES **(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Those usual to the Insured's Operations.

CERTIFICATE HOLDER	CANCELLATION
Laura Tonetti Hall, DVM, PA Attn: Barbara Chapman 805 E GADSDEN ST PENSACOLA FL 32501	**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.** **AUTHORIZED REPRESENTATIVE** Susan L. Castaneda

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Pensacola
Parking Exclusive Use Application

Online Request #: APP-85702

Project #: 2026-5

Submitted by:
Barbara Chapman
barbara@easthillanimalhospital.com
(850) 324-4257

Location: **805 E GADSDEN ST**

City: **PENSACOLA** State: **FL** Zip: **32501**

Contact Information

Applicant's Contact Information

Title: First Name: **Barbara** Last Name: **Chapman** Suffix:

Business Name: **Laura Tonetti Hall DVM PA**

Mailing Address: **801 E Cervantes St**

City: **Pensacola** State: **FL** Zip: **32501**

Email Address: **barbara@easthillanimalhospital.com**

Cell Phone: **(850) 324-4257** Work Phone: **(850) 437-9932** Home Phone:

Property Owner's Contact Information

Title: First Name: **Laura** Last Name: **Hall** Suffix:

Business Name: **Laura Tonetti Hall DVM PA**

Mailing Address: **801 E Cervantes St**

City: **Pensacola** State: **FL** Zip: **32501**

Email Address: **barbara@easthillanimalhospital.com**

Cell Phone: **(850) 324-4257** Work Phone: **(850) 437-9932** Home Phone:

Application Questionnaire (* denotes required question)

Parking Exclusive Use

Proposed parking area to be used: *	18' x 36' portion of the East Gadsden St right of way and an 18' x 81' portion of the 8th Ave right of way located adjacent to property at 805 East Gadsden St to allow for parking in the right of way.
Reason for exclusive use of Parking Request: *	Customer Parking
Information Demonstrating Benefit to the City: *	Pensacola
Street Name of the Parking Space:	805 E. Gadsden St
Cross Street:	N. 8th Ave
Total Number of Spaces:	13
Permit Number * You must have an site construction permit number before you can submit a parking construction application. Please enter the issued site construction permit number.	2026

Documents Uploaded

The following documents are attached to the Application.

Certificate of Insurance	**scan_20260514180422.pdf**
Site Plans	**parking use agreement - 805 e gadsden st - 2009.pdf**

File #: 26-666 Agenda Conference 8/10/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

APPLICATION FOR EXCLUSIVE USE PARKING - 11 SPACES ON 8TH AVENUE CITY RIGHT-OF-WAY ADJACENT TO 801 E. CERVANTES STREET

RECOMMENDATION:

That City Council approve eight (8) of the eleven (11) requested parking spaces for exclusive use located within the City right-of-way on 8th Avenue adjacent to 801 East Cervantes Street. Further, that the spaces shall be designated exclusively for Canine Institute of East Hill Animal Hospital customer parking. Finally, that City Council authorize the Mayor to take the actions necessary to execute and administer a formal agreement to be negotiated at a later date consistent with the terms of the City's Parking Use Agreement process and the Mayor's Executive Powers as granted in the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action will advance City of Pensacola Strategic Plan Goal #7: Thriving Innovation & Businesses.

This use was previously approved by City Council as a License to Use (LTU) for a former business. The City no longer uses LTUs for right-of-way parking and, instead, uses a Parking Use Agreement process. This former LTU sunset when the City recently updated its LTU procedures and notified affected property owners of their options for continued use of the right-of-way.

The applicant requested that all 11 existing parking spaces be designated exclusively for Canine Institute of East Hill Animal Hospital customer and staff parking. Staff is recommending granting exclusive use of 8 spaces, which recognizes the availability of onsite parking for East Hill Animal Hospital while preserving public on-street parking for nearby residential properties lacking onsite parking.

PRIOR ACTION:

December 31, 1996 - City Council approved the request for license to use city right of way at 801 East Cervantes Street.

FUNDING:

N/A

FINANCIAL IMPACT:

Based on an estimated land value of $605.00 per space per year, 8 spaces equals an annual use fee payment to the City of $4,840.00.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: No

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Lissa Dees, Parking & Constituent Service Director

ATTACHMENTS:

1. Parking Exclusive Use Application
2. Exclusive Use Parking License Agreement

PRESENTATION: No

Pensacola
Parking Exclusive Use Application

Online Request #: APP-85708

Project #: 2026-6

Submitted by:
Barbara Chapman
barbara@support.easthillanimalhospital.com

Location: **801 E CERVANTES ST**

City: **PENSACOLA** State: **FL** Zip: **32501**

Contact Information

Applicant's Contact Information

Title: First Name: **Barbara** Last Name: **Chapman** Suffix:

Business Name: **Laura Tonetti Hall DVM PA**

Mailing Address: **801 E Cervantes St**

City: **Pensacola** State: **FL** Zip: **32501**

Email Address: **barbara@support.easthillanimalhospital.com**

Cell Phone: **(850) 324-4257** Work Phone: **(850) 437-9932** Home Phone:

Property Owner's Contact Information

Title: First Name: **Laura** Last Name: **Hall** Suffix:

Business Name: **Laura Tonetti Hall DVM PA**

Mailing Address: **801 E Cervantes St**

City: **Pensacola** State: **FL** Zip: **32501**

Email Address: **barbara@easthillanimalhospital.com**

Cell Phone: **(850) 324-4257** Work Phone: **(850) 437-9932** Home Phone:

Application Questionnaire (* denotes required question)

Parking Exclusive Use

Proposed parking area to be used: *	240' x 20' parcel of 8th Avenue City right-of-way
Reason for exclusive use of Parking Request: *	Customer Parking
Information Demonstrating Benefit to the City: *	Pensacola
Street Name of the Parking Space:	801 E Cervantes St
Cross Street:	8th Ave
Total Number of Spaces:	11
Permit Number * You must have an site construction permit number before you can submit a parking construction application. Please enter the issued site construction permit number.	2026

Documents Uploaded

The following documents are attached to the Application.

Certificate of Insurance	**coi.pdf**
Site Plans	**parking use agreement - 801 e cervantes st - 1996.pdf**
Survey	**photos parking spots 1-11.pdf**

EXCLUSIVE USE PARKING LICENSE AGREEMENT

THIS EXCLUSIVE USE PARKING LICENSE AGREEMENT ("**Agreement**") is made and entered into as of the Effective Date as set forth on the signature page below, by and between the CITY OF PENSACOLA, a municipal corporation of the State of Florida with the address of 222 West Main Street, Pensacola, Florida 32502, (hereinafter referred to as the "**City**"), and Canine Institute of East Hill Animal Hospital with the business address of 801 E. Cervantes Street (hereinafter referred to as the "**Licensee**").

WITNESSETH:

WHEREAS, the City is the owner of that certain real property located in Escambia County, Florida, as more particularly described as located at 801 E. Cervantes a 240' x 20' parcel of 8th Ave (the "**Subject Property**");

WHEREAS, Licensee is the owner of that certain real property adjacent to the Subject Property in Escambia County, Florida, and more particularly depicted and described on Exhibit A attached hereto (the "**Licensee Property**");

WHEREAS, at the time of this Agreement, Licensee intends to operate the Licensee Property as Canine Institute of East Hill Animal Hospital (the "**Project**");

WHEREAS, on or about May19,2026, Licensee submitted that certain Application for Exclusive Use Parking Within City Right-of-Way (the "**Application**"), including payment of all required fees due at the time of the Application, for consideration by the City Council; and

WHEREAS, the City Council approved Licensee's Application on _____ and this Agreement is entered into now to memorialize the terms and conditions of that approval and to establish certain rights, restrictions and obligations as more particularly set forth herein.

NOW THEREFORE, in consideration of the mutual benefits and obligations hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Licensee hereby agree as follows:

1. **Property and Use**. The City does hereby grant to Licensee, subject to the terms, conditions and limitations hereinafter set forth, an exclusive license to use the Subject Property for the purpose of installation, operation, construction, repair and maintenance of parking spaces adjacent to the Licensee Property.

2. **Business Operations Required**. This license must be for the use of the brick-and-mortar establishment described above, i.e., the Project, and Licensee must possess an active business use and current Business Tax Receipt (BTR). Failure of Licensee to continue operation of the Project with an active BTR shall be cause for the City to immediately terminate this Agreement and to retake exclusive possession of the Subject Property. In such case, the City shall not be required to first comply with the notice and cure provisions set forth in paragraph 10 below.

3. **Term**. The term of this Agreement shall be for a period of One(1) year(s) from the Effective Date.

4. **Fees**. A renewal fee of $100.00 and a use fee based on the estimated property value of the Subject Property will be assessed and charged at the renewal of each term. Fees may be paid electronically on the portal at MyGovernmentOnline.org.

5. **Renewal**. License renewal applications may be administratively approved, provided no modifications to the current license are requested and all requirements are met by Licensee. Licensee's failure to remit license renewal application or the required fees within thirty (30) days of term expiration shall be cause for the City to immediately terminate this Agreement and to retake exclusive possession of the Subject Property. In such case, the City shall not be required to first comply with the notice and cure provisions set forth in paragraph 10 below. If Licensee fails to surrender the Subject Property after the City terminates this Agreement pursuant to this paragraph, the City, in compliance with applicable law, may enter and take possession of the Subject Property and remove Licensee's property from the Subject Property. In the event of an automatic termination pursuant to this paragraph, Licensee shall be required to re-apply for a new license to utilize the Subject Property for exclusive parking purposes.

6. **Improvements**. Any construction, installation, maintenance and/or repair work performed by Licensee or any of Licensee's agents hereunder shall be performed in accordance with the following terms and conditions:

(a) Any work performed by Licensee or any of Licensee's agents on the Subject Property, including, without limitation, installation, construction, repair and maintenance of the parking spaces, shall be performed (i) only following written notice (including such related plans and specifications as may be reasonably requested by the City) to and approval from the City of the proposed work, which consent shall not be unreasonably withheld; (ii) in a good, expeditious and workmanlike manner; (iii) in compliance with all applicable permits, laws, ordinances, regulations and orders; (iv) in a manner that does not interfere with accessibility measures or any utilities or facilities within the City right-of-way; and (v) in a manner that does not obstruct the view of motorists or otherwise interfere with safe passage of motor vehicles on streets adjacent to the Subject Property and the Licensee Property.

(b) Licensee shall be responsible for installation and maintenance of all signage, subject to state and local requirements and prior written approval from the City as to location, size, design and content.

(c) Licensee shall not permit any liens to be filed against the Subject Property (or any portion thereof) arising out of Licensee's or its agents' construction activities performed hereunder. In the event any such lien is filed, Licensee shall cause such lien to be released or otherwise bonded off within thirty (30) days of receipt of written notice of the filing of such lien.

7. **Maintenance of Subject Property**. Licensee shall take good care of the Subject Property and shall maintain the Subject Property in good order and repair, including but not limited to regular cleaning, crack sealing and patching, sealcoating, drainage maintenance and line striping.

8. **Parking Enforcement**. Licensee shall have no parking enforcement rights whatsoever with respect to the Subject Property and is prohibited from hiring or retaining any third-party individual or entity to perform parking enforcement services on the Subject Property. The only parking rules and regulations applicable to and enforceable on the Subject Property shall be those found in Chapter 11-2 of the City of Pensacola Code of Ordinances and otherwise determined by the City to be applicable. Licensee shall contact the City Parking Management Department for the enforcement of all suspected violations of City parking rules and regulations on the Subject Property. The City shall retain all enforcement rights, expenses, and revenues associated with the enforcement of parking within said parking spaces.

9. **Indemnification**. Licensee shall indemnify and hold harmless the City from any and all liability, claims, demands, damages, fees, fines, penalties, expenses (including attorney's fees and costs), suits, proceedings, actions or causes of action, of every kind and nature whatsoever, arising out of or occurring in connection with the occupancy and/or use of Subject Property by Licensee, or Licensee's agents, guests, invitees or users of whatsoever description, or resulting from any breach, default, non-performance, or violation of any of Licensee's obligations under this Agreement. Licensee shall at its own expense defend any and all actions, suits, or proceedings which may be brought against the City or in which the City may be impleaded with others in any such action or proceeding arising out of Licensee's use or occupancy of the Subject Property. This paragraph shall survive expiration or termination of this Agreement.

10. **Default and Remedies**.

a. Events of Default. The occurrence of the following (including the expiration of the applicable notice and cure period set forth below), shall constitute an "Event of Default" under this Agreement:

Should Licensee be in breach in the timely performance of any of its promises, covenants or agreements contained in this Agreement and should such breach of performance remain un-remedied, after expiration of a period of thirty (30) days after delivery of a written notice from the City to Licensee specifying the breach in question, or, in the case of a breach that cannot reasonably be remedied within a thirty (30) day period, then such breach remains un-remedied after expiration of such longer period of time after delivery of such written notice from the City as is reasonably required by Licensee to fulfill or perform such obligations, provided that Licensee commences to fulfill such obligations or remedy such breach within thirty (30) days after notice from the City and thereafter diligently prosecutes such curative efforts in a commercially reasonable manner to completion.

b. Remedies of the City. Subject to the cure and notice period described above, upon an Event of Default, the City may (i) enforce the specific performance

of this License Agreement, (ii) terminate this License Agreement in the City's discretion, in which case Licensee shall immediately surrender the Subject Property to the City, or (iii) terminate Licensee's rights to possession of the Subject Property. If Licensee fails to surrender the Subject Property after the City terminates this License Agreement or Licensee's right to possession of the Subject Property, the City, in compliance with applicable law, may enter and take possession of the Subject Property and remove Licensee's property from the Subject Property. Licensee shall pay the City, on demand, all past due renewal or use fees and other losses and damages the City suffers as a result of Licensee's Event of Default, any other Event of Default occurring thereafter, or the City's cost to restore the Subject Property to its original condition, reasonable wear and tear expected. Notwithstanding any provisions of this Agreement to the contrary, the City shall not be liable to Licensee for any punitive, consequential, indirect or special damages (including without limitation, business interruption and loss of profit), whether arising in tort, contract or otherwise, by reason of this Agreement.

The respective rights of the City under this License Agreement shall be cumulative and failure on the part of the City to exercise promptly any such rights afforded it shall not operate to forfeit any such rights. No forbearance by the City of action upon any violation or breach of any of the terms, provisions, and covenants herein contained shall be deemed or construed to constitute a waiver of the terms, provisions, and covenants herein contained. Forbearance by the City to enforce one or more of the remedies herein provided upon an Event of Default shall not be deemed or construed to constitute a waiver of any other violation or Event of Default. Further, the acceptance by the City of fees or other charges or payments by Licensee 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, whether or not the City has or had knowledge of such Event of Default. Legal actions to recover for loss or damage that the City may suffer by reason of termination of this License Agreement shall include the expense of repossession and any restoration efforts undertaken by the City following repossession.

c. Self-Help. In addition to all other remedies available at law or in equity, upon the failure of the Licensee to cure a breach of this Agreement within the notice and cure period described above, the City shall have the right to perform such obligation contained in this Agreement on behalf of the Licensee and be reimbursed by Licensee upon written demand for the reasonable costs thereof, including without limitation, out-of-pocket charges, fees, costs, and expenses incurred by the City in connection therewith (including reasonable attorney's fees and expenses), together with simple interest at the rate of eight percent (8%) per annum. Such charges, fees, costs, expenses, and interest shall be paid by the Licensee within fifteen (15)

days from receipt of a statement thereof from the City (accompanied by reasonable documentation substantiating such statement).

11. **No Representations**. It is understood and agreed that Licensee accepts the Subject Property and the ground under it in its present condition, and no representation or warranty as to any portion, part or section of the Subject Property is hereby or has ever been made by the City; including without limitation, whether it is safe or suitable for the purpose for which it is permitted to be used by Licensee.

12. **Insurance**. Until the termination of this license is acknowledged in writing by the City, Licensee agrees to purchase and maintain in full force and effect, liability insurance coverage, including contractual liability coverage on the Subject Property of the type and in the amount as determined by the City as reasonable. Initially, the limits of liability of such coverage shall be at least $1,000,000 combined single limits of liability per occurrence for bodily injury including death and property damage. Licensee further agrees that if it has any employees performing work on the Subject Property, Licensee shall purchase and maintain worker's compensation insurance coverage for all worker's compensation obligations. Additionally, the worker's compensation policy must include Employer's Liability Coverage of at least $1,000,000 each person per accident and $1,000,000 aggregate. Licensee agrees that if the parking spaces within the Subject Property are to be utilized for valet parking, Licensee shall purchase and maintain Garage Keeper's Legal Liability Coverage of at least $1,000,000 per accident. The City will give Licensee at least ninety (90) days prior written notice of any increase in the required limits of liability. Licensee will agree to have in force, by the end of such ninety (90) day period, the newly required limits of liability. Prior to undertaking any activity upon the Subject Property, Licensee shall provide the City with Certificates of Insurance, satisfactory to the City, evidencing the existence of such insurance. Required insurance shall be documented in the Certificates of Insurance which provide that the City of Pensacola shall be notified at least thirty (30) days in advance of cancellation, non-renewal or adverse change or restriction in coverage. The City of Pensacola shall be named on each Certificate as an Additional Insured and this Agreement shall be listed. If required by the City, the Licensee shall furnish copies of the Licensee'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. The Licensee shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the City and shall file with the City Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change or restriction. If any policy is not timely replaced, in a manner acceptable to the City, the Licensee shall, upon instruction of the City, cease all parking under this Agreement until directed by the City, in writing, to resume parking. The Certificate Holder shall be listed as follows: City of Pensacola, Risk Management, P. O. Box 12910, Pensacola, FL 32521-0063. Failure of Licensee to provide and maintain the requisite insurance shall be cause for the City to terminate this Agreement and to retake exclusive possession of the Subject Property immediately upon giving notice of its intention to do so to Licensee.

13. **Loss Control and Safety**. The Licensee shall retain control over its employees, agents, servants and subcontractors, as well as control over its invitees, and its activities on and about the Subject Property and the manner in which such activities shall be undertaken and to that end, the Licensee shall not be deemed to be an agent of the City. Precaution shall be exercised at all times by the Licensee for the protection of all persons, including employees, and property from harm caused by negligent acts or omissions of the Licensee.

14. **Pay On Behalf of the City**. The Licensee 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 above paragraph 9, "Indemnification." 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.

15. **Licensee's Termination of License**. This license shall be for the sole use and benefit of Licensee. Licensee may relinquish its interest in the Subject Property and may be relieved of its obligations under this Agreement by giving written notice of its intention to do so to the City and, if requested by the City, removing any improvements placed by Licensee upon the Subject Property, and restoring the Subject Property to its original condition, reasonable wear and tear expected. When the City has acknowledged in writing its satisfaction therewith, this Agreement shall be terminated, and the City and Licensee shall have no further obligation arising hereunder. Provided, however, Licensee shall in no event be excused from its obligations to paragraphs 9 and 12 with respect to acts or occurrences prior to the termination of this Agreement.

16. **Transferability**. Licensee shall not be permitted to assign or transfer this Agreement or any estate or interest herein, sublet or permit the occupancy of the Subject Property or any part thereof by anyone other than the Licensee and the Licensee's invitees in the ordinary course of its business, without the prior written consent of the City Council. This paragraph more specifically prohibits the Licensee and the Licensee's agents from requiring, charging or collecting a fee to park on the Subject Property at any time, excluding valet service fees charged to Licensee's invitees in the ordinary course of Licensee's business. Any consent by the City to any act of assignment, subletting or occupancy shall be held to apply only to the specific transaction thereby authorized. Such consent shall not be construed as a waiver of the duty of the Licensee, or its legal representatives or assigns, to obtain from the City its consent to any other or subsequent assignment, subletting or occupancy or as modifying or limiting the rights of the City under the foregoing covenants by the Licensee not to assign or sublet without such consent. Unauthorized assignments or transfers of this Agreement or any estate or interest herein shall be cause for the City to terminate this Agreement and to retake exclusive possession of the Subject Property immediately upon giving notice of its intention to do so to Licensee. In any event, no such assignment, subletting or occupancy shall relieve the Licensee of its obligations hereunder without the prior written consent of the City Council.

17. **Public Records**. The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event Licensee fails to abide by the provisions of Chapter 119, Florida Statutes, the City may, without prejudice to any right or remedy and after giving Licensee seven (7) days written notice, during which period Licensee fails to allow access to such documents, terminate this Agreement.

18. **Notices**. Any notice required or permitted under this Agreement shall be in writing and shall be sufficient if personally delivered or mailed by certified mail, return receipt requested, addressed as follows:

If to City:

City of Pensacola
ATTN: Parking Services Director
222 W. Main Street
Pensacola, Florida 32502

If to Licensee:

_____

ATTN: _____

_____

_____

Notices mailed in accordance with the provisions of this Section shall be deemed to have been given on the fifth (5th) business day following mailing. Notices personally delivered shall be deemed to have been given upon delivery.

19. **No Joint Venture or Partnership**. This Agreement shall not be construed so as to create a joint venture, partnership, employment, or other agency relationship between the parties to this Agreement.

20. **Choice of Law and Venue**. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida and the parties stipulate venue shall be in Escambia County, Florida for any proceeding which is the subject of the license.

21. **Amendments**. Neither this Agreement nor any provision hereof may be waived, modified, amended, discharged or terminated, except by an instrument in writing signed by the City and Licensee or their respective successors and assigns and recorded in the office in which this Agreement is recorded.

22. **Non-Waiver**. The failure of any party hereto to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or in equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions. Additionally, nothing contained herein shall be construed as a waiver of the City of Pensacola's sovereign immunity or as a waiver of damages or limitations under Florida Statute 768.28.

23. **Binding Effect**. The terms of this Agreement shall inure to the benefit of and be binding upon the parties hereto.

24. **Captions; Pronouns**. The captions in this Agreement are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions of this Agreement. Whenever the context hereof admits or requires, words in the singular may be regarded as in the plural and vice-versa, and personal pronouns may be read as masculine, feminine and neutral.

25. **Use**. Licensee and its agents, guests, invitees or users of whatsoever description shall use the Subject Property in accordance with all applicable laws and in a responsible and orderly manner so as not to create any excessive noise or disturbance.

26. **Severability**. Invalidation of any of the provisions contained in this Agreement shall in no way affect any of the other provisions hereof or the application thereof to any other person or entity, and the remainder of this Agreement shall remain in full force and effect.

27. **Use of E-Verify System**. In compliance with the provisions of § 448.095, Florida Statutes, the parties to this Agreement and any subcontractors engaged in the performance of this Agreement hereby certify that they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

{SIGNATURE PAGE FOLLOWS}

IN WITNESS WHEREOF, this Agreement is executed by the authorized representatives of the City and Licensee on the _____day of _____, 20___(the "**Effective Date**").

ATTEST:

_____
Ericka L. Burnett
City Clerk

(City Seal)

CITY OF PENSACOLA, FLORIDA

_____
D.C. Reeves
Mayor

ATTEST:

_____

Print Name: _____
Corporate Secretary

(Corporate Seal)

LICENSEE

Laura Hall

Print Name: Laura Hall
Title: Owner

Approved as to form and execution:

_____
City Attorney

EXHIBIT A

Depiction and Description of Licensee Property

[see attached]

East Hill Animal Hos
Guy's Cuts Barbershop
cola
N 8th Ave
711
701
E Gadsden St

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
HUB INTL MIDWEST LTD/AVMA/PLIT 83550728 203 N LA SALLE ST 20TH FL CHICAGO IL 60601	PHONE (A/C, No, Ext): (866) 878-0775	FAX (A/C, No): (312) 922-5358
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Twin City Fire Insurance Company	29459
INSURED LAURA TONETTI HALL DVM PA EAST HILL ANIMAL HOSPITAL DBA PENSACOLA PET RESORT 801 E CERVANTES ST PENSACOLA FL 32501-3281	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:			83 SBM AD8223	09/05/2025	09/05/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			83 SBM AD8223	09/05/2025	09/05/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/ A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A	EMPLOYMENT PRACTICES LIABILITY			83 SBM AD8223	09/05/2025	09/05/2026	Each Claim Limit Aggregate Limit	$10,000 $10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

Laura Tonetti Hall, DVM, PA
Attn: Barbara Chapman
805 E GADSDEN ST
PENSACOLA FL 32501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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File #: 26-834 Agenda Conference 8/10/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

PENSACOLA INTERNATIONAL AIRPORT - U.S. DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION BUILD GRANT

RECOMMENDATION:

That City Council approve the acceptance of the Better Utilizing Investments to Leverage Development grant for a Terminal Roadway Improvement Study at Pensacola International Airport in the amount of $425,000. Further, that City Council authorize the Mayor to take the actions necessary to execute and administer this grant, consistent with the terms of the grant and the Mayor's Executive Powers as granted in the City Charter. Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

The U.S. Department of Transportation's ("USDOT") Better Utilizing Investments to Leverage Development ("BUILD") grant program provides grants for surface transportation infrastructure projects with significant local or regional impact. The eligibility requirements of BUILD allow project sponsors, including state and local governments, to pursue multi-modal and multi-jurisdictional projects that are more difficult to fund through other grant programs.

On February 25, 2026, staff submitted a BUILD grant application for Terminal Roadway Improvements at Pensacola International Airport (the "Project"). The anticipated project will conduct comprehensive planning activities to identify and evaluate long-term surface transportation improvements to the Airport's terminal circulation road necessary to support the Airport's continued growth. The proposed work will include a transportation planning analysis and preliminary engineering design to enhance access, safety, and circulation at the Airport and within the surrounding transportation system. The project will assess traffic volume and the roadway network to identify geometric and operational improvements.

On July 7, 2026, the Airport received notification that the grant application in the amount of $425,000 was approved for funding. The grant does not require a local match. However, the Airport has additional funds set aside in its Capital Improvement Account should the cost of the project come in higher than anticipated. Adoption of the supplemental budget resolution 2026-32 will appropriate the grant funds.

PRIOR ACTION:

None.

FUNDING:

Budget:	$425,000	USDOT BUILD Grant
	$425,000	TOTAL
Actual:	$425,000	Terminal Roadway Improvement Study (Estimate)
	$425,000	TOTAL

FINANCIAL IMPACT:

The grant funds will provide funding for this project. Adoption of the supplemental budget resolution will appropriate the grant funds.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

7/23/2026

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Matthew F. Coughlin, Airport Executive Director

ATTACHMENTS:

1. Award Letter - Pensacola International Airport Terminal Roadway Improvements
2. Supplemental Budget Resolution No. 2026-32
3. Supplemental Budget Explanation No. 2026-32

PRESENTATION: No

U.S. Department of Transportation

July 7, 2026

Congratulations! The project below was selected to receive an FY 2026 BUILD grant.

Project Name: Pensacola International Airport Terminal Roadway Improvements
Applicant: City of Pensacola
State: Florida
BUILD Grant Award Amount: $425,000
Estimated Total Project Cost: $425,000
Project Description: The project will conduct comprehensive planning activities to identify and evaluate long-term surface transportation improvements necessary to support the airport's continued growth and regional mobility role. The proposed work program will include detailed transportation planning analyses and preliminary engineering to enhance access, safety, and circulation at the airport and within the surrounding transportation system. The project will assess traffic volume and the roadway network to identify geometric and operational improvements.

The USDOT Operating Administration (e.g. FHWA, FRA, FTA, MARAD) overseeing your project will contact you in the coming weeks regarding next steps to complete the relevant requirements before executing a grant agreement.

All grant recipients must execute a grant agreement with the USDOT prior to incurring expenses for reimbursement on the project. The Department expects all BUILD funding be obligated no later than September 30, 2030 and expended by September 30, 2035.

This letter does not authorize the applicant to incur costs to carry out the project. The execution of the grant agreement will obligate BUILD grant funding, making it available to reimburse eligible expenses for the awarded project. Unless authorized by USDOT in writing, any costs incurred prior to execution of a grant agreement (i.e., "pre-award costs") are ineligible for reimbursement and may be ineligible to count towards non-Federal match requirements. This letter does not authorize pre-award costs to be eligible.

If you have any questions, please contact the BUILD Grants Team at BUILDgrants@dot.gov.

Sincerely,

Loren A. Smith, Jr.
Deputy Assistant Secretary for Transportation Policy
Office of the Secretary

RESOLUTION
NO. 2026-32

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; 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. AIRPORT FUND

As Reads	Federal Grants	37,265,891
To:		
Reads	Federal Grants	37,690,891
As Reads	Operating Expenses	26,978,426
To:		
Reads	Operating Expenses	27,403,426

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

AUGUST 2026 - SUPPLEMENTAL BUDGET RESOLUTION - PENSACOLA INTERNATIONAL AIRPORT - DEPARTMENT OF Transportation -DOT- BUILD GRANT - RES NO. 2026-32

FUND	AMOUNT	DESCRIPTION
AIRPORT FUND		
Estimated Revenues		
Federal Grants	425,000	Increase Appropriation for State Grants - DOT Build Grant
Total Revenues	425,000	
Appropriations		
Operating Expenses	425,000	Increase appropriation for Operating Expenses
Total Appropriations	425,000	

File #: 26-835 Agenda Conference 8/10/2026

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-32 - PENSACOLA INTERNATIONAL AIRPORT - U.S. DEPARTMENT OF TRANSPORTATION PUBLIC TRANSPORTATION BUILD GRANT

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2026-32.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

The U.S. Department of Transportation's ("USDOT") Better Utilizing Investments to Leverage Development ("BUILD") grant program provides grants for surface transportation infrastructure projects with significant local or regional impact. The eligibility requirements of BUILD allow project sponsors, including state and local governments, to pursue multi-modal and multi-jurisdictional projects that are more difficult to fund through other grant programs.

On February 25, 2026, staff submitted a BUILD grant application for Terminal Roadway Improvements at Pensacola International Airport (the "Project"). The anticipated project will conduct comprehensive planning activities to identify and evaluate long-term surface transportation improvements to the Airport's terminal circulation road necessary to support the Airport’s continued growth. The proposed work will include a transportation planning analysis and preliminary engineering design to enhance access, safety, and circulation at the Airport and within the surrounding transportation system. The project will assess traffic volume and the roadway network to identify geometric and operational improvements.

On July 7, 2026, the Airport received notification that the grant application in the amount of $425,000 was approved for funding. The grant does not require a local match. However, the Airport has additional funds set aside in its Capital Improvement Account should the cost of the project come in higher than anticipated. Adoption of the supplemental budget resolution 2026-32 will appropriate the grant funds.

PRIOR ACTION:

None.

FUNDING:

Budget:	$425,000	USDOT BUILD Grant
	$425,000	TOTAL
Actual:	$425,000	Terminal Roadway Improvement Study (Estimate)
	$425,000	TOTAL

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the grant funds.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

7/23/2026

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Matthew F. Coughlin, Airport Executive Director

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2026-32
2. Supplemental Budget Explanation No. 2026-32
3. Award Letter - Pensacola International Airport Terminal Roadway Improvements

PRESENTATION: No

RESOLUTION
NO. 2026-32

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; 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. AIRPORT FUND

As Reads	Federal Grants	37,265,891
To:		
Reads	Federal Grants	37,690,891
As Reads	Operating Expenses	26,978,426
To:		
Reads	Operating Expenses	27,403,426

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

AUGUST 2026 - SUPPLEMENTAL BUDGET RESOLUTION - PENSACOLA INTERNATIONAL AIRPORT - DEPARTMENT OF Transportation -DOT- BUILD GRANT - RES NO. 2026-32

FUND	AMOUNT	DESCRIPTION
AIRPORT FUND		
Estimated Revenues		
Federal Grants	425,000	Increase Appropriation for State Grants - DOT Build Grant
Total Revenues	425,000	
Appropriations		
Operating Expenses	425,000	Increase appropriation for Operating Expenses
Total Appropriations	425,000	

U.S. Department of Transportation

July 7, 2026

Congratulations! The project below was selected to receive an FY 2026 BUILD grant.

Project Name: Pensacola International Airport Terminal Roadway Improvements
Applicant: City of Pensacola
State: Florida
BUILD Grant Award Amount: $425,000
Estimated Total Project Cost: $425,000
Project Description: The project will conduct comprehensive planning activities to identify and evaluate long-term surface transportation improvements necessary to support the airport's continued growth and regional mobility role. The proposed work program will include detailed transportation planning analyses and preliminary engineering to enhance access, safety, and circulation at the airport and within the surrounding transportation system. The project will assess traffic volume and the roadway network to identify geometric and operational improvements.

The USDOT Operating Administration (e.g. FHWA, FRA, FTA, MARAD) overseeing your project will contact you in the coming weeks regarding next steps to complete the relevant requirements before executing a grant agreement.

All grant recipients must execute a grant agreement with the USDOT prior to incurring expenses for reimbursement on the project. The Department expects all BUILD funding be obligated no later than September 30, 2030 and expended by September 30, 2035.

This letter does not authorize the applicant to incur costs to carry out the project. The execution of the grant agreement will obligate BUILD grant funding, making it available to reimburse eligible expenses for the awarded project. Unless authorized by USDOT in writing, any costs incurred prior to execution of a grant agreement (i.e., "pre-award costs") are ineligible for reimbursement and may be ineligible to count towards non-Federal match requirements. This letter does not authorize pre-award costs to be eligible.

If you have any questions, please contact the BUILD Grants Team at BUILDgrants@dot.gov.

Sincerely,

Loren A. Smith, Jr.
Deputy Assistant Secretary for Transportation Policy
Office of the Secretary

File #: 26-862 Agenda Conference 8/10/2026

LEGISLATIVE ACTION ITEM

SPONSOR: Allison Patton, Council President, DC Reeves, Mayor

SUBJECT:

APPROVAL OF DONATION AGREEMENT WITH THE PENSACOLA HERITAGE FOUNDATION, INC -- PLACEMENT OF ALEXANDER STODDART STATUE AT BAYVIEW COMMUNITY RESOURCE CENTER

RECOMMENDATION:

That City Council approve the donation agreement between the City of Pensacola and The Pensacola Heritage Foundation, Inc. for placement of an Alexander Stoddart Statue at the Bayview Community Resource Center. Further, that City Council authorize the Mayor to finalize negotiations of the agreement and take those actions necessary to execute and administer the donation agreement, consistent with the terms of the agreement and the Mayor's Executive Powers as granted within the City Charter.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Alexander Stoddart was born in Leith, Scotland in 1836, moving to America with his family at the age of six. Stoddart's family settled in Kentucky, where he grew up and attended college. After college, Stoddart built his career in the fire insurance industry, with his career taking him from Kentucky to Cincinnati and finally to New York, where he founded the New York Underwriter's Agency in 1864.

Around 1876, Stoddart and his wife began to spend their winter months in Pensacola, due to the more welcoming climate.

After purchasing Greenwood Cottage property in New City (future East Hill) Alexander Stoddart(1836-1905) continued over the next several years to purchase large blocks of New City lots, as well as the huge tract north of Bayview Park along Bayou Texar. Where once was a lonely dirt road winding through scrub oaks, palmettos and pine stumps, Stoddart built his Pensacola home on the 20-acre tract of land along 12th Avenue (Fairnie Hill). The first wealthy citizen to build in East Hill, the Stoddarts made East Hill a fashionable place to live.

Stoddart donated approximately 28 acres to the City which would become Bayview Park. He

opened the first Dairy in East Hill, introduced the first azaleas to the area and, through his love of horticulture and experimentation, determined what plants would thrive best in the local environment. He was the first to develop the property along Bayou Texar. In order to reach his Bayou Texar estate and the yet undeveloped Bayview Park, he personally funded the building of a wide boulevard lined with live oaks which he named Lake View Avenue.

Using his financial and political clout, Stoddart supported and encouraged the development of Bayview Park as Pensacola’s playground and community gathering spot. He eventually subdivided his vast Bayou Texar property holdings into lots for residential sale, making BayouTexar and Bayview Park more readily available to Pensacola’s citizens by extending roads into the north side of Bayview Park to improve access.

Some of Stoddart's most notable contributions to Pensacola include:

- Improved streets (known as the "Stoddart System"
- Under his advisement, streets were properly graded, ballasted and topped with clay to produce sturdier roads
- July 1887 — City Council passed an Ordinance changing the name of 12th Avenue to Stoddart Avenue in his honor (at some point was changed back)
- Donated land for public use
- Donated approximately 28 acres to the City in what is now Bayview Park
- Developed "Fairnie HIll" -- acquired a sizable land area in the neighborhood of Ninth Avenue & Blount Street (Fairnie Hill)
- Developed Lakeview Tract
- Is said to have introduced azaleas to Pensacola

Stoddart’s constant companion was his beloved St. Bernard. The huge dog dwarfed the diminutive Stoddart as they walked the streets and avenues of East Hill and Bayview Park.When a gentleman remarked about his small stature, Stoddart quipped, “I have a dog at home that weighs more than I do.”

Stoddart hired a large number of Pensacolians to maintain his extensive gardens and orchards, to work the dairy, to tend to his cattle, to perform road work and land clearing and to work as house maids and butlers. Alexander's father was a tailor in Kentucky. At no time did the Stoddart family or Alexander ever own slaves.

The proposal is a life-size bronze statue of Alexander Stoddart walking his St. Bernard and tipping his hat. The statue is proposed to be placed in front of Bayview Community Center in Bayview Park. Currently, there is nothing in Pensacola memorializing one of its early entrepreneurs and benefactors, but for a historical marker beside "Fairnie Hill" along 12th Avenue, on which his name is misspelled.

PRIOR ACTION:

February 17, 2026 — Donation agreement reviewed by the Parks and Recreation Board. No quorum was present so no vote was taken
March 17, 2026 -- Parks & Recreation Board voted on the Stoddart Statue item.
April 9, 2026 -- City Council considered this item, it failed 3-3 with one member absent.

FUNDING:

N/A

FINANCIAL IMPACT:

The Pensacola Heritage Foundation Inc., will cover the costs of creating the statue and its maintenance during the duration of the agreement.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: No

3/20/2026

STAFF CONTACT:

Don Kraher, Council Executive
Tonya Byrd, Parks and Recreation Director

ATTACHMENTS:

1. Donation Agreement (1)
2. Stoddart Memorial
3. Background Information - Alexandar Stoddart (002)
4. Parks & Recreation Board Meeting Minutes 3.17.26

PRESENTATION: No

DONATION AGREEMENT BY AND BETWEEN

THE PENSACOLA HERITAGE FOUNDATION, INC.

AND

THE CITY OF PENSACOLA

This Donation Agreement (the "**Agreement**") is dated and effective as of this_____ day of January, 2026 ("**Effective Date**"), and is by and between **THE PENSACOLA HERITGAGE FOUNDATION, INC.**, a Florida not for profit corporation, located at 1201 N. 9th Avenue, Pensacola, Florida 32501 (the "**Donor**"), and **THE CITY OF PENSACOLA**, a Florida municipal corporation created and existing under the laws of the State of Florida, located at 222 W. Main Street, Pensacola, Florida 32502 (the "**City**") (the City and Donor collectively referred to hereinafter as the "**Parties**").

W I T N E S S E T H:

WHEREAS, the Donor is the owner of a certain statue entitled the **Alexander Stoddart Statue** (the "**Statue**"); and

WHEREAS, the Donor desires to donate the Statue to the City, subject to the terms and conditions of this Agreement, and the City desires to accept such donation subject to the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the forgoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Donor and the City do hereby covenant and agree as follows:

ARTICLE ONE – DONATION AND CONVEYANCE

1.1 **DONATION OF THE STATUE**. Subject to the terms of this Agreement, the Donor agrees to donate and convey to the City, and the City agrees to accept the following Statue:

A life-size bronze statute of Alexander Stoddart walking his St. Bernard dog and tipping his hat, that is approximately five feet and six inches for Alexander Stoddart and three feet for his St. Bernard, and created by sculptor Randy New_(the "**Sculptor**"), as depicted and more particularly described in **Exhibit A** attached hereto.

1.2 **DONOR REPRESENTATIONS.** Donor represents that Donor is the sole owner of the Statue, owns all intellectual property rights and copyright, and all rights of any kind in and to the Statue, that no one other than Donor, including the Sculptor of the Statue, has any rights in the

Statue, and that Donor has full power and ability to transfer all ownership and rights in the Statue to the City pursuant to the terms of this Agreement.

1.3 **CITY REPRESENTATIONS.** The City has the right, power and authority to enter into this Agreement, and to accept the Statue from the Donor and to perform the obligations set forth in this Agreement. Furthermore, the persons signing this Agreement possess the authority to execute such documents on behalf of the City.

ARTICLE TWO –TRANSPORTATION, DELIVERY AND INSTALLATION

2.1 **LOCATION.** Donor and the City agree that the Statue will be located at the small plot of land in front of the Bayview Community Center. The location of the Statue is depicted and more particularly described in **Exhibit B** attached hereto. At any time prior to installation, the City reserves the sole discretion to change the location of the Statue. The Donor shall be responsible for any cost associated with such change in location prior to installation.

2.2 **TRANSPORTATION AND DELIVERY.** Upon delivery and installation of the Statute, all ownership and rights in the Statute transfer to the City. Donor shall be solely responsible for the transportation and delivery of the Statue upon full execution of this Agreement. The Donor shall arrange for a delivery date that is mutually agreeable to the City. The Statue shall be transported to and unloaded by the Donor at Bayview Community Center, at the Donor's sole expense and without cost to the City. Donor shall be solely responsible for any damage or loss to the Statue upon transportation and delivery.

2.3 **INSTALLATION**. The Donor, in coordination with the City, is responsible for installation of any necessary foundation for the Statute and responsible for installation of the Statue in accordance with applicable law. The Donor shall be solely responsible for all labor and material costs associated with installing and securing the Statue and its foundation. The Donor is responsible for obtaining all required licenses, permits, and approvals from the City and any other applicable governmental authority prior to installation. The Donor shall be solely responsible for any damage or loss of the Statue or to City property upon installation of the Statue, including any damage to surrounding landscaping. In the event that the Statute or City property, including surrounding landscaping, is damaged upon installation, the Donor has fourteen (14) days to make any and all repairs.

2.4 **RELOCATION.** The City, in its sole discretion, shall have the right to relocate the Statue from the initial installation site(s) for any reason.

ARTICLE THREE – ONGOING MAINTENANCE, REMOVAL AND DIPSOSAL

3.1 **MAINTENANCE PLAN AND FUNDING.** In the event that the Statue or its foundation requires any maintenance, the City shall notify the Donor with a maintenance request. The Donor agrees to fund a maintenance account for the Statue with funds sufficient to conduct routine and

special maintenance over the lifespan of the Statue, including funds to repair the Statue in the event of vandalism. When the City submits a maintenance request to the Donor, the Donor has thirty (30) days to complete the requested maintenance or, in the event that maintenance will require more than thirty (30) days to complete, will provide the City with a detailed timeline of expected maintenance within thirty (30) days of the City's maintenance request. If the City contacts the Donor regarding maintenance and the Donor either refuses to provide maintenance funds or lacks sufficient funds for maintenance, or the Donor fails to respond to the City's request within thirty (30) days, the City, at its sole discretion, may fund the maintenance itself or choose to remove, relocate, or dispose of the Statue.

3.2 **REMOVAL AND DISPOSAL.** Upon execution of this Agreement, the City, in its sole discretion, has the right to temporarily or permanently remove or dispose of the Statue at any time, regardless of maintenance status. In the event the City chooses to permanently remove or dispose of the Statue, the Donor will be notified in writing thirty (30) days in advance, unless the Statue poses a risk to public safety. The Donor shall have the first right to reclaim the Statue upon the City's permanent removal of the Statue from City property. The Donor shall notify the City in writing within thirty (30) days of its desire to reclaim the Statute and shall have thirty (30) additional days to remove the Statute from City property. If the Donor reclaims the Statue, the cost of removal and transportation shall be at the Donor's sole expense. If the Donor does not reclaim the Statute or fails to remove the Statute within thirty (30) days of Donor's written intent to reclaim, the City shall have the right to remove the Statute. If the City determines that the Statute poses a risk to public safety, the City has the right to remove the Statute immediately without providing the Donor the opportunity to reclaim prior to removal.

ARTICLE FOUR – INSURANCE & INDEMNIFICATION

4.1 **INSURANCE.** Prior to the Donor or any subcontractor transporting, delivering or installing the Statue pursuant to this Agreement, and prior to the Donor conducting any maintenance to the Statue on City property, the Donor shall provide proof of insurance in conformance with **Attachment B**, which is incorporated into this Agreement by this reference.

4.2 **INDEMNIFICATION AND HOLD HARMLESS.** The Donor shall defend at its expense, pay on behalf of, hold harmless and indemnify the City, its officers, employees, agents, elected and appointed officials and volunteers (collectively "Indemnified Parties") from and against all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages (collectively, "Claims"), whether or not a lawsuit is filed, including, but not limited to Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities; and costs, expenses and attorneys' and experts' fees at trial and on appeal, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or part, directly or indirectly:

(i) The performance of this Agreement (including any amendments hereto) by the Donor, its employees, volunteers, agents, representatives, or subcontractors; or

(ii) The failure of the Donor, its employees, volunteers, agents, representatives or subcontractors to comply and conform with applicable laws;

(iii) Any negligent act or omission of the Donor, its employees, agents, representatives, or subcontractors, whether or not such negligence is claimed to be either solely that of the Donor, its employees, volunteers, agents, representatives or subcontractors, or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or

(iv) Any reckless or intentional wrongful act or omission of the Donor, its employees, volunteers, agents, representatives, or subcontractors; or

(v) The Donor's failure to maintain, preserve, retain, produce, or protect records in accordance with this Agreement and applicable laws (including but not limited to Florida's laws regarding public records and the Florida's laws regarding operation of government in the sunshine); or

(vi) Any claim by any third party premised on a claim that the third party has any interest or right of any kind in the Statue.

The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by the Donor pursuant to this Agreement or otherwise obtained by the Donor and the provisions of this paragraph survive the termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such termination. Nothing contained in this Agreement shall be construed as a waiver of the City's sovereign immunity or limitations promulgated under Florida Statute 768.28.

ARTICLE FIVE – DEFAULT OR TERMINATION

5.1 **DONOR DEFAULT.** In the event that the Donor fail to perform any of their obligations under this Agreement for any reason other than the City's default, the City shall be entitled, following written notice to the Donor and thirty (30) days during which period the Donor may cure the default, to (a) elect to terminate this Agreement by written notice to the Donor, in which event the parties shall have no further right or obligation under this Agreement (except for rights or obligations which expressly survive the termination of this Agreement); or (b) waive the applicable default and continue this Agreement.

ARTICLE SIX - MISCELLANEOUS

6.1 **ENTIRE AGREEMENT; COUNTERPARTS; AMENDMENTS.** This Agreement constitutes the entire agreement between the Donor and the City with respect to the donation contemplated herein, and it supersedes all prior understandings or agreements between the Donor and the City. This Agreement may be executed in one or more duplicate original counterparts, each of which shall be effective as and shall constitute an original document binding upon the party or parties singing the same.

6.2 **BINDING EFFECT.** This Agreement shall be binding upon and inure to the benefit of the Donor and the City hereto, and their respective heirs, devisees, personal representatives, successors and assigns.

6.3 **WAIVER; MODIFICATION.** Failure by the Donor or the City to insist upon or enforce any of its rights shall not constitute a waiver thereof. Either party hereto may waive the benefit of any provision or condition for its benefit contained in this Agreement. No oral modification hereof shall be binding upon the parties, and any modification shall be in writing and signed by the parties.

6.4 **GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL.** This Agreement shall be governed by, and construed under, the laws of the State of Florida. Any claim, action, suit or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought only in Escambia County, State of Florida, and each of the parties hereto hereby consents to the jurisdiction of such court and irrevocably waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any such claim, action, suit, or proceeding in any such court or that any such claim, action, suit, or proceeding that is brought in any such court has been brought in an inconvenient forum. The parties hereto waive trial by jury in any action, proceeding or counterclaim arising out of this Agreement.

6.5 **EFFECT OF HEADINGS.** The title of this Agreement and the subject headings of the sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

6.6 **FLORIDA PUBLIC RECORDS ACT.** The parties acknowledge, understand and agree that this Agreement, all associated documents, and all written and electronic communications between the parties are subject to public disclosure pursuant to Chapter 119, Florida Statutes ("Florida Public Records Act.") The Donor acknowledges that if the Donor is a "contractor" as defined in F.S. 119.0701(1)(a), the Donor shall comply with all applicable public records law, and specifically with the requirements listed in **Attachment A.**

6.7 **SOVEREIGN IMMUNITY.** Nothing herein is intended to serve as a waiver of the City's sovereign immunity to which sovereign immunity applies, nor as a waiver of any applicable limitation on the City's liability for monetary damages as provided by the laws and/or Constitution of the State of Florida.

6.8 **E-VERIFY.** In compliance with the provisions of F.S. 448.095, the parties to this Agreement and any subcontractors engaged in the performance of this Agreement hereby certify that, to the extent required by law, they have registered with and shall use the E-Verify system of the United States Department of Homeland Security to verify the work authorization status of all newly hired employees, within the meaning of the statute.

6.9 **NOTICES.** All notices which are required or permitted under this Agreement must be in writing and shall be deemed to have been given, delivered or made, as the case may be

(notwithstanding lack of actual receipt by the addressee), (a) when delivered by personal delivery, (b) one business day after having been deposited with an expedited, overnight courier service, or (c) when delivered by electronic mail, in each case addressed to the party to whom notice is intended to be given at the address set forth below:

If to Donor: Pensacola Heritage Foundation, Inc.
1201 N. 9th Avenue
Pensacola, Florida 32501
Attn: Reese Williams
Email: reesewilliams@att.net

With a copy to: Pensacola Heritage Foundation, Inc.
1201 N. 9th Avenue
Pensacola, Florida 32501
Attn: Norman Haines
Email: normhaines@cox.net

If to City: City of Pensacola
222 West Main Street
Pensacola, Florida 32502
Attn: Tonya Byrd, Parks & Recreation Director
Email: tbyrd@cityofpensacola.com

With a copy to: City of Pensacola
222 West Main Street
Pensacola, Florida 32502
Attn: Adam Cobb, City Attorney
Email: acobb@cityofpensacola.com

[A separate signature page follows.]

IN WITNESS WHEREOF, the Donor and the City have executed this Agreement as of the Effective Date.

PENSACOLA HERITAGE FOUNDATION

_____
Printed Name

_____
Signature

_____
Title

Date_____

CITY OF PENSACOLA, FLORIDA

_____
D.C. Reeves, Mayor

Date_____

Attest: _____
Ericka Burnett, City Clerk

Date_____

Approved as to substance:

_____
Department Director

Date_____

Legal in form and valid as drawn:

_____
Grace Parola, Assistant City Attorney

ATTACHMENT "A"

PUBLIC RECORDS: Contractor shall comply with Chapter 119, Florida Statutes. Specifically, Contractor 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 Contract term and following the completion of the Contract if Contractor does not transfer the records to the City.

D. Upon completion of the Contract, transfer, at no cost, to the City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the service. If Contractor transfers all public records to the City upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor 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 Contractor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Contract by the City.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS COORDINATOR AT:

THE OFFICE OF THE CITY CLERK, (850) 435-

1715

PUBLICRECORDS@CITYOFPENSACOLA.COM

222 WEST MAIN STREET, PENSACOLA, FL

32502

State of Florida

ATTACHMENT "B"
INSURANCE AND INDEMNIFICATION

GENERAL

Before transporting, delivering, or installing the Statue, and before conducting any maintenance or work on the Statue and until termination of work for, or on behalf of the **City**, the Donor shall provide proof of 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 Donor or its subcontractor 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. Donor may provide a workers' compensation exemption certificate issued by the Florida Division of Workers Compensation to satisfy this requirement.

Commercial General and Umbrella Liability Coverages

The Donor or its subcontractor 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 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 Donor or its subcontractor 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, explosion, collapse or underground (x,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.

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. If required by the City, the Donor shall furnish copies of the Donor's insurance polices, 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 Donor 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 Donor shall, upon instructions of the City, cease all operations under the Contract until directed by the City in writing, to resume operations.

INSURANCE OF THE DONOR PRIMARY

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

LOSS CONTROL AND SAFETY

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

HOLD HARMLESS

The Donor 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 Donor and persons employed or utilized by the Donor in the performance of this Agreement. The Donor'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 Donor 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 Agreement 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 Agreement. Venue for any claim, actions or proceedings arising out of this Agreement shall be Escambia County, Florida.

Affidavit Regarding the Use of Coercion for Labor and Services
Pursuant to Florida Statute 787.06(13)

Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone Number: _____

Email Address: _____

Section 787.06(13) Florida Statutes requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services.

The undersigned hereby certifies that he/she is an officer or authorized representative of the vendor identified above and that said vendor does not use coercion for labor or services as defined in Section 787.06 Florida Statutes.

Florida Statute 787.06
(2)(a) "Coercion" means:
1. Using or threatening to use physical force against any person;
2. Restraining, isolating, or confining or threatening to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threatening to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to any person for the purpose of exploitation of that person.

(2)(e) "Labor" means work of economic or financial value.
(2)(h) "Services" means any act committed at the behest of, under the supervision of, or for the benefit of another. The term includes, but is not limited to, forced marriage, servitude, or the removal of organs.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____

AUTHORIZED
SIGNATURE

Print Name and Title: _____

Date: _____

Exhibit A

Stoddart statue is 5”6” tall.

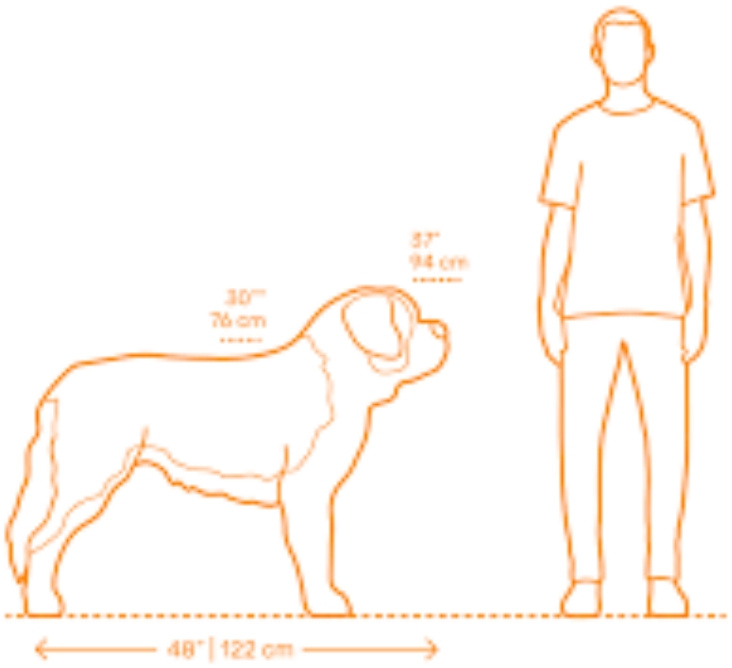


Exhibit B

The placement site is the small plot of land in front of the Bayview Community Center currently planted in Monkey Grass. The dog water park is to the right and the fenced dog park is to the left.

City of Pensacola Parks & Recreation Donation Application

1. Cover Letter describing the donation and its significance:

Alexander Stoddart

After purchasing Greenwood Cottage property in New City (future East Hill) Alexander Stoddart (1836-1905) continued over the next several years to purchase large blocks of New City lots, as well as the huge tract north of Bayview Park along Bayou Texar. Where once was a lonely dirt road winding through scrub oaks, palmettos and pine stumps, Stoddart build his Pensacola home on the 20-acre tract of land along 12th Avenue (Fairnie Hill). The first wealthy citizens to build in East Hill, the Stoddarts made East Hill a fashionable place to live.

Stoddart opened the first Dairy in East Hill, introduced the first azaleas to the area and through his love of horticulture and experimentation determined what plants would thrive best in the local environment. He was the first to develop the property along Bayou Texar. In order to reach his Bayou Texar estate and the yet undeveloped Bayview Park, he personally funded the building of a wide boulevard lined with live oaks which he named Lake View Avenue.

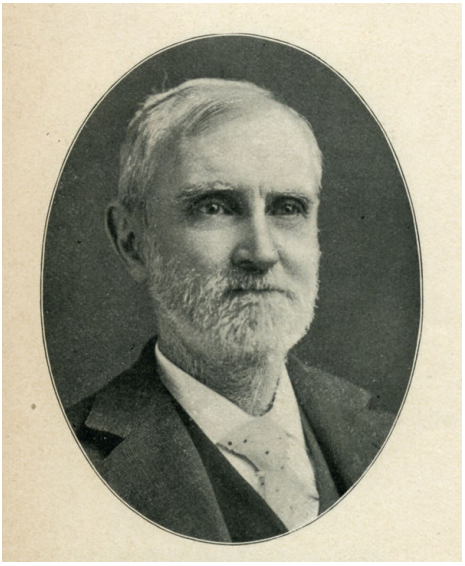
Using his financial and political clout Stoddart supported and encouraged the development of Bayview Park as Pensacola's playground and community gathering spot. He eventually subdivided his vast Bayou Texar property holdings into lots for residential sale, making Bayou Texar and Bayview Park more readily available to Pensacola's citizens by extending roads into the north side of Bayview park to improve access.

There are no roads, monuments or memorials dedicated to Stoddart, one of Pensacola's early entrepreneurs and benefactors. The only use of his name is an historical marker beside his beloved Fairnie Hill along 12th Avenue, on which his name is misspelled.

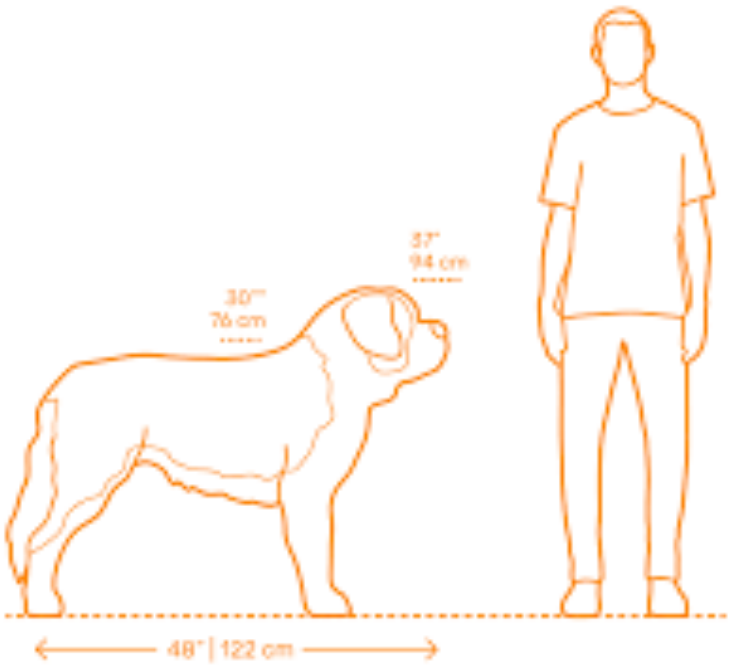
Stoddart's constant companion was his beloved St. Bernard. The huge dog dwarfed the diminutive Stoddart as they walked the streets and avenues of East Hill and Bayview Park. When a gentleman remarked about his small statue, Stoddart quipped, "I have a dog at home that weighs more than I do."

We propose a life-size bronze statue of Alexander Stoddart walking his St. Bernard and tipping his hat to Pensacola's grateful citizens. The statue is to be located in front of the Bayview Community Center in Bayview Park with the fenced Dog Park to the left and the Water Dog Park to the right.

2. Visuals of the proposed item, displayed with scale:



Stoddart statue is 5”6” tall.



3. Statement of Sponsor Funding:

The total cost of the statues and installation is $100,000. It has been fully funded by the Pensacola Heritage Foundation. The funds are currently held by the Pensacola Heritage Foundation. The memorial will require no lighting or other utilities. No landscaping will be necessary.

4. Placement Site:

The placement site is the small plot of land in front of the Bayview Community Center currently planted in Monkey Grass. The dog water park is to the right and the fenced dog park is to the left.

5. Ongoing Maintenance Plan:

Bronze statues are extremely durable and maintenance free. If in the future cleaning of the statues is required it will be taken care of by the Pensacola Heritage Foundation. The Foundation will maintain a fund dedicated for that purpose.

6. Construction & Fabrication:

Sculptor Randy New has completed a clay model. He will fabricate the life-sized statues from which the bronze statue will be cast and he will install the concrete base and the statues per specifications. Mr. New was the sculptor for many of Pensacola's memorials including golfer Bubba Watson in front of Sacred Heart Hospital, surfer Yancy Spencer at Pensacola Beach and multiple sculptures in the Pensacola Veterans Park.

7. Installation Methodology:

The following is the engineering drawing of the base structure which will be level with the ground. The legs of the man and dog will be placed over iron rods imbedded in the base as is customary with all statues.

GENERAL NOTES:

1. TO THE BEST OF OUR KNOWLEDGE, THE STRUCTURAL PLANS AND SPECIFICATIONS COMPLY WITH THE APPLICABLE REQUIREMENTS OF THE FLORIDA BUILDING CODE, 2023 8TH EDITION.
2. THE STRUCTURAL DOCUMENTS ARE TO BE USED IN CONJUNCTION WITH THE ARCHITECTURAL DOCUMENTS. USE THESE NOTES IN CONJUNCTION WITH THE SPECIFICATIONS. IF A CONFLICT EXISTS, THE MORE STRINGENT GOVERNS.
3. COMPLY WITH REQUIREMENTS OF THE INTERNATIONAL BUILDING CODE, AND ALL OTHER APPLICABLE FEDERAL, STATE, AND LOCAL CODES, STANDARDS, REGULATIONS AND LAWS.
4. ALL REFERENCED STANDARDS REFER TO THE EDITION IN FORCE AT THE TIME THESE PLANS AND SPECIFICATIONS ARE ISSUED FOR BIDDING.
5. REVIEW ALL CONTRACT DOCUMENTS, DIMENSIONS AND SITE CONDITIONS AND COORDINATE WITH FIELD DIMENSIONS AND PROJECT SHOP DRAWINGS PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES IN WRITING TO THE ARCHITECT/ENGINEER. DO NOT CHANGE SIZE OR DIMENSIONS OF STRUCTURAL MEMBERS WITHOUT WRITTEN INSTRUCTIONS FROM THE STRUCTURAL ENGINEER OF RECORD.
6. ANY DISCREPANCIES, OMISSIONS, OR VARIATIONS NOTED ON THE DRAWINGS OR IN THE SPECIFICATIONS DISCOVERED DURING THE BIDDING PERIOD SHALL BE IMMEDIATELY COMMUNICATED IN WRITING TO THE ARCHITECT/ENGINEER.
7. PROTECT EXISTING FACILITIES, STRUCTURES AND UTILITY LINES FROM ALL DAMAGE. EACH CONTRACTOR SHALL PROTECT HIS WORK, ADJACENT PROPERTY AND THE PUBLIC. EACH CONTRACTOR IS SOLELY RESPONSIBLE FOR DAMAGE OR INJURY DUE TO HIS ACT OR NEGLECT.
8. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR JOB SAFETY AND CONSTRUCTION PROCEDURES.
9. DO NOT SCALE DRAWINGS; USE DIMENSIONS.
10. SEE ARCHITECTURAL AND MECHANICAL DRAWINGS FOR SIZE AND LOCATION OF OPENINGS IN STRUCTURE NOT SHOWN ON STRUCTURAL DRAWINGS.
11. DETAILS LABELED "TYPICAL DETAILS" ON THE DRAWINGS APPLY TO ALL SITUATIONS THAT ARE THE SAME OR SIMILAR TO THOSE SPECIFICALLY DETAILED. SUCH DETAILS APPLY WHETHER OR NOT THEY ARE KEYED IN AT EACH LOCATION. QUESTIONS REGARDING APPLICABILITY OF TYPICAL DETAILS SHALL BE RESOLVED BY THE ARCHITECT/ENGINEER.
12. REVISIONS ARE IDENTIFIED BY A REVISION NUMBER WITHIN A TRIANGLE. ALL REVISIONS ISSUED ON A SINGLE DATE WILL BE IDENTIFIED BY THE SAME REVISION NUMBER ISSUED CONSECUENTLY.
13. CURRENT REVISIONS ARE ENCIRCLED BY AN IRREGULAR "CLOUD", AS WELL AS FLAGGED WITH THE CURRENT REVISION NUMBER. CLOUDS ARE REMOVED FROM PREVIOUSLY ISSUED REVISIONS.

14. DESIGN LOADS AND CRITERIA:

FLOOR LIVE LOAD	100PSF
WIND CRITERIA	ASCE 7-22
ULTIMATE WIND SPEED	160 MPH ; EXPOSURE:C
RISK CATEGORY	II
IMPORTANCE FACTOR	1.00
STRUCTURE TYPE	OPEN

REINFORCED CONCRETE:

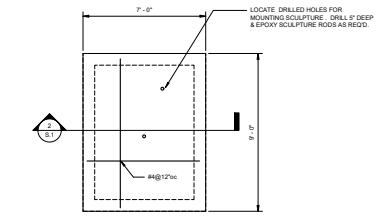
1. USE STRUCTURAL CONCRETE AND CONCRETING PRACTICES CONFORMING TO ACI-316 AND 301 AND PROPORTION CONCRETE IN ACCORDANCE WITH ACI-318 CH. 4 AND MEETING A MIN. ULTIMATE COMPRESSIVE STRENGTH IN 28 DAYS AS FOLLOWS:

FOOTING	3000 PSI
GRADE BEAMS	3000 PSI

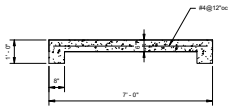
PROVIDE CURRENT (MAX. 1 YEAR OLD) STATISTICAL DATA FOR EACH CONCRETE MIX DESIGN SUBMITTED.
2. WHERE CONCENTRATION OF REINFORCING STEEL HINDERS PROPER CONSOLIDATION OF CONCRETE USE CONCRETE CONTAINING A SUPERPLASTICIZING (N.R.W.R.) ADMIXTURE, ASTM C494 TYPE F. SLUMP AFTER ADDITION OF SUPERPLASTICIZER SHALL BE 7"+1".
3. IF CONCRETE IS PUMPED, SLUMP MAY BE INCREASED TO 6" AT THE TRUCK, PROVIDED THE SLUMP SPECIFIED IN NOTE "2 IS MAINTAINED AT THE DISCHARGE END. USE A MINIMUM 4-INCH PUMP, UNLESS PRE-APPROVED BY ARCHITECT. TAKE CONCRETE SAMPLES FOR SLUMP AT TRUCK AND AT DISCHARGE END. TAKE CONCRETE SAMPLES FOR CYLINDER TESTING AT DISCHARGE END.
4. USE ASTM A-615 GR. 60 FOR ALL REINFORCING STEEL, CONFORM TO ACI-301, ACI-315,ACI-318, AND CRSI "MANUAL OF STANDARD PRACTICE". ALL REINFORCING SHALL BE ACCURATELY PLACED, RIGIDLY SUPPORTED AND FIRMLY TIED IN PLACE WITH BAR SUPPORTS AND SPACERS IN ACCORDANCE WITH THE ABOVE REQUIREMENTS. PROVIDE CLASS 'B' LAP SPLICE FOR CONTINUOUS BARS, U.O.N. LAP BOTTOM STEEL OVER SUPPORTS AND TOP STEEL AT MIDSPAN UNLESS OTHERWISE SPECIFIED. HOOK DISCONTINUOUS ENDS OF ALL TOP BARS AND ALL BARS IN WALLS U.O.N. USE 1" COVER OVER REINFORCING EXCEPT AS FOLLOWS:

	BOTTOM	TOP	SIDES
FOOTING/PILECAP	3"	2"	3"

5. USE PLAIN COLD-DRAWN ELECTRICALLY-WELDED STEEL WIRE FABRIC CONFORMING TO ASTM A 185. SUPPLY IN FLAT SHEETS ONLY. LAP SPLICES SHALL BE MEASURED BETWEEN THE OUTERMOST CROSS WIRES OF EACH FABRIC SHEET AND SHALL BE NOT LESS THAN TWICE THE SPACING OF THE CROSS WIRES PLUS 2".
6. SLEEVE ALL PIPES THROUGH SLABS INDIVIDUALLY, UNLESS APPROVED BY THE ENGINEER. WHERE PIPES OR DUCTS PENETRATE THE SLAB, A MAXIMUM OF TWO SLAB BARS MAY BE CUT PROVIDED THEY ARE #5 BARS OR SMALLER, PROVIDED SPLICED BARS ARE PLACED ALONGSIDE THE OPENING IN EACH DIRECTION WITH A 36 BAR DIAMETER SPLICE AT THE END OF EACH CUT BAR. SPLICE BARS SHALL HAVE THE EQUIVALENT CROSS-SECTIONAL AREA AS THE CUT BARS. FOR OPENINGS LARGER THAN 6" NOT SHOWN ON THE STRUCTURAL DRAWINGS SUBMIT SHOP DRAWINGS SHOWING SIZE AND LOCATION FOR THE ENGINEER'S REVIEW. PROVIDE (1) #5x48'-0" EACH WAY DIAGONALLY AT CORNERS OF ALL OPENINGS LARGER THAN 12", UNLESS OTHERWISE NOTED.



3 FOUNDATION PLAN
3/8" = 1'-0"



2 SECTION
1/2" = 1'-0"

RAC ENGINEERING, INC
129 HIGHPOINT DRIVE
GULF BREEZE, FLORIDA 32561
850-712-8280

CA-FL 29804 AL 3008 TX-F-15680

ROGER ALLEN CRAFT LICENSE No. 73694 STATE OF FLORIDA PROFESSIONAL ENGINEER

SCULPTURE FOUNDATION

bAY VIEW PARK, PENSACOLA, FL

REVISIONS:

#	DATE:

PROJECT NO: 25-081
DATE: 11-17-25
DSGN BY: RAC
DRW BY: RAC

SCULPTURE FOUNDATION

S.1

This item has been electronically signed and sealed by Roger A. Craft using digital signature and data. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies

PERMIT SET 11/17/25

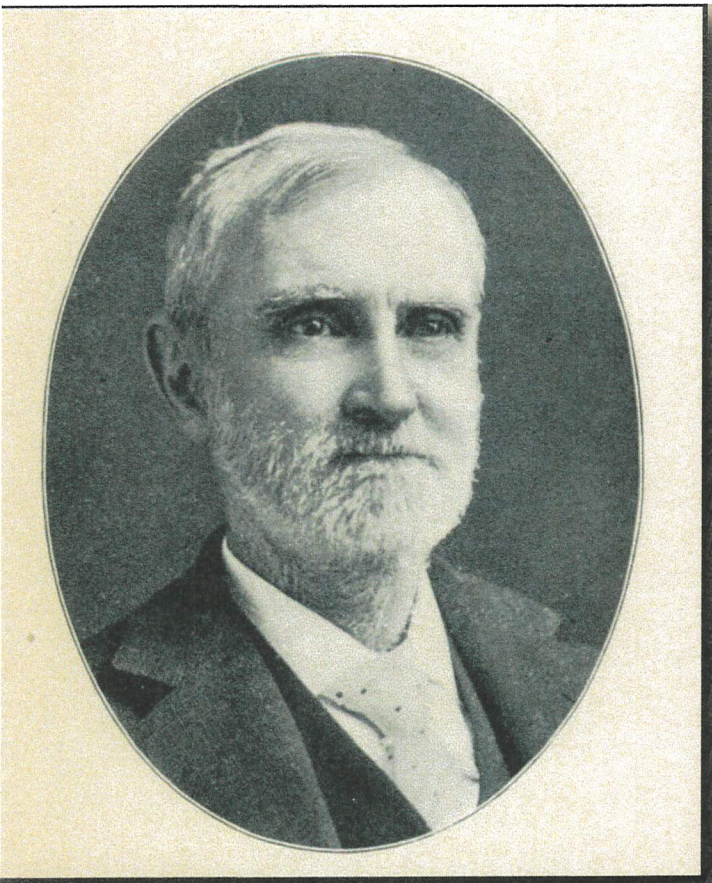
8. Lifespan Estimate & End-Of-Life Disposal:

The lifespan of this type of bronze statue is indefinite. Mr. New's statue of the small girl wearing a military helmet in the Veterans Park is 25-years-old and has been through several hurricanes. It looks the same as the day it was installed.

Should the time come that the memorial requires disposal, that will be the responsibility of the Pensacola Heritage Foundation.

9. Addition Information:

Following the memorials dedication, the statues will be donated to the City of Pensacola on Bayview Park property as noted above. Liability regarding the memorial should be covered under the City's liability policy for Bayview Park and its many structures. Acts of Vandalism and Acts of God should be covered under the City's insurance policy.



Alexander Stoddart

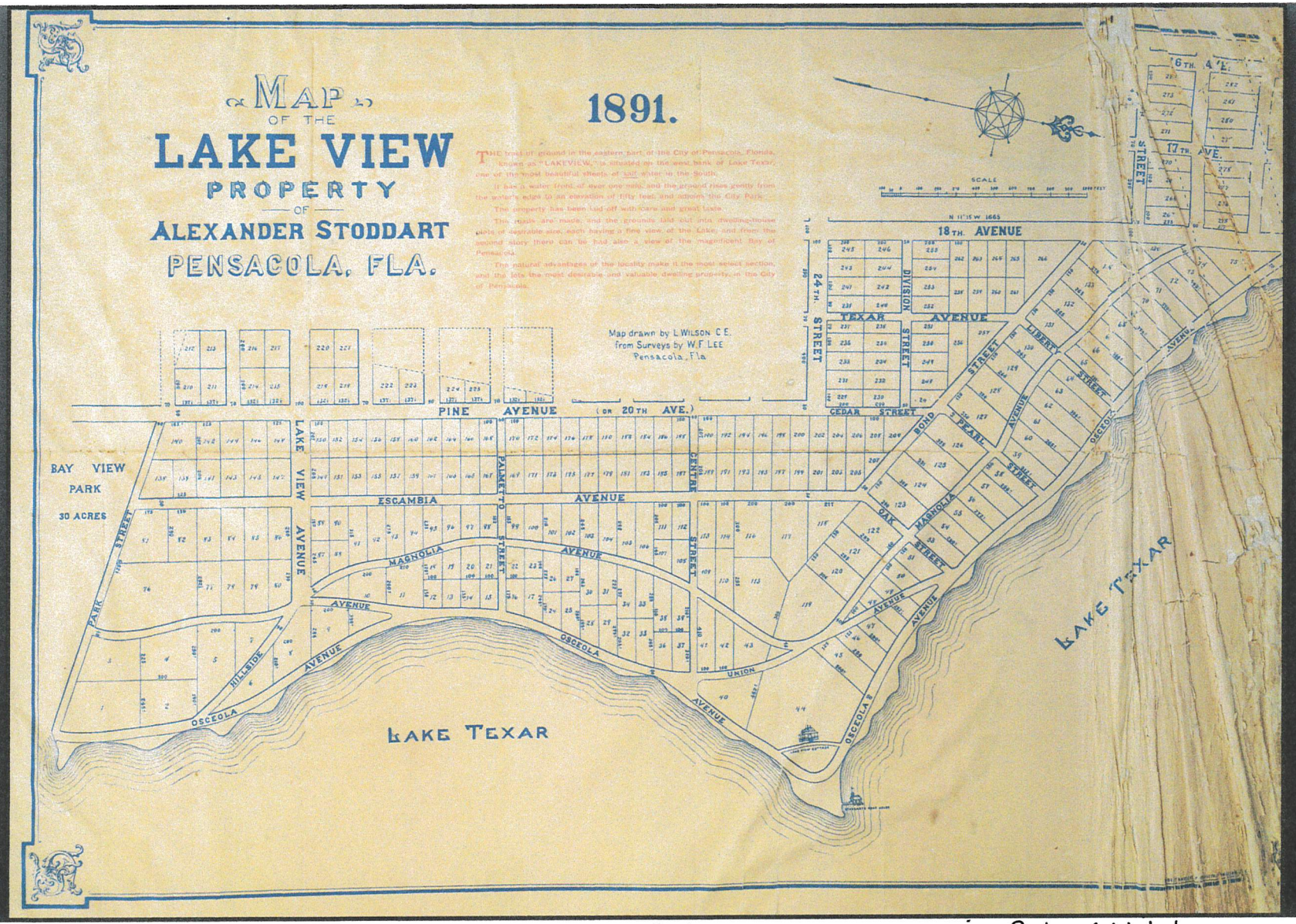
Alexander Stoddart
(1836-1906)

1872 Fairnie Hill Place
20 Acres

1876 Married New Yorker Mary Dealy & began spending every winter & spring in Pensacola.

Lake View Cottage, Clubhouse & Barn 1890s
Furton
PENSACOLA FLA.

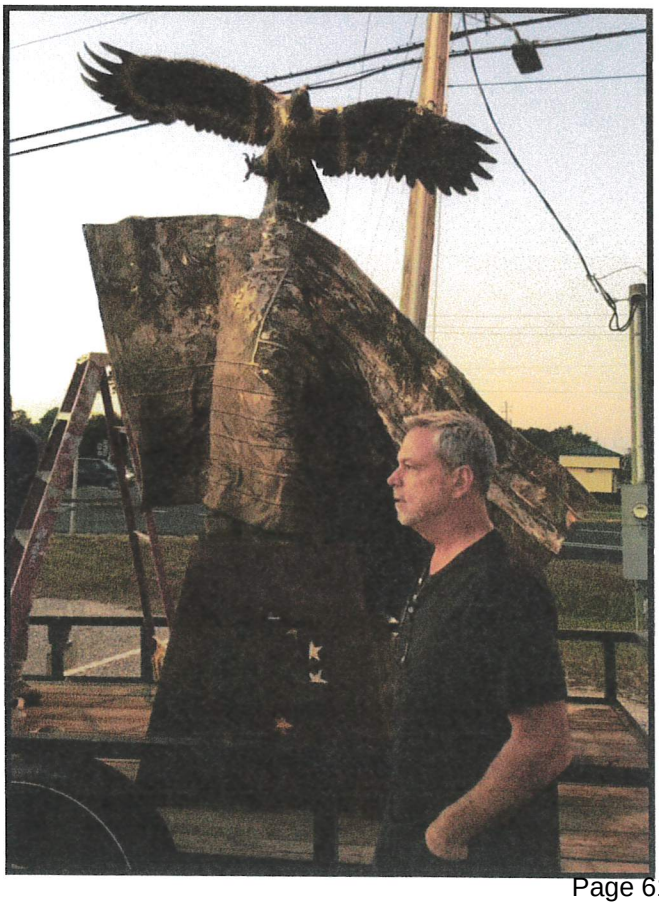
Lake View Boathouse
1890s
Turton
PENSACOLA, FLA.



1878 - 1887 - Roads to Bayview Park
Development of East Hill

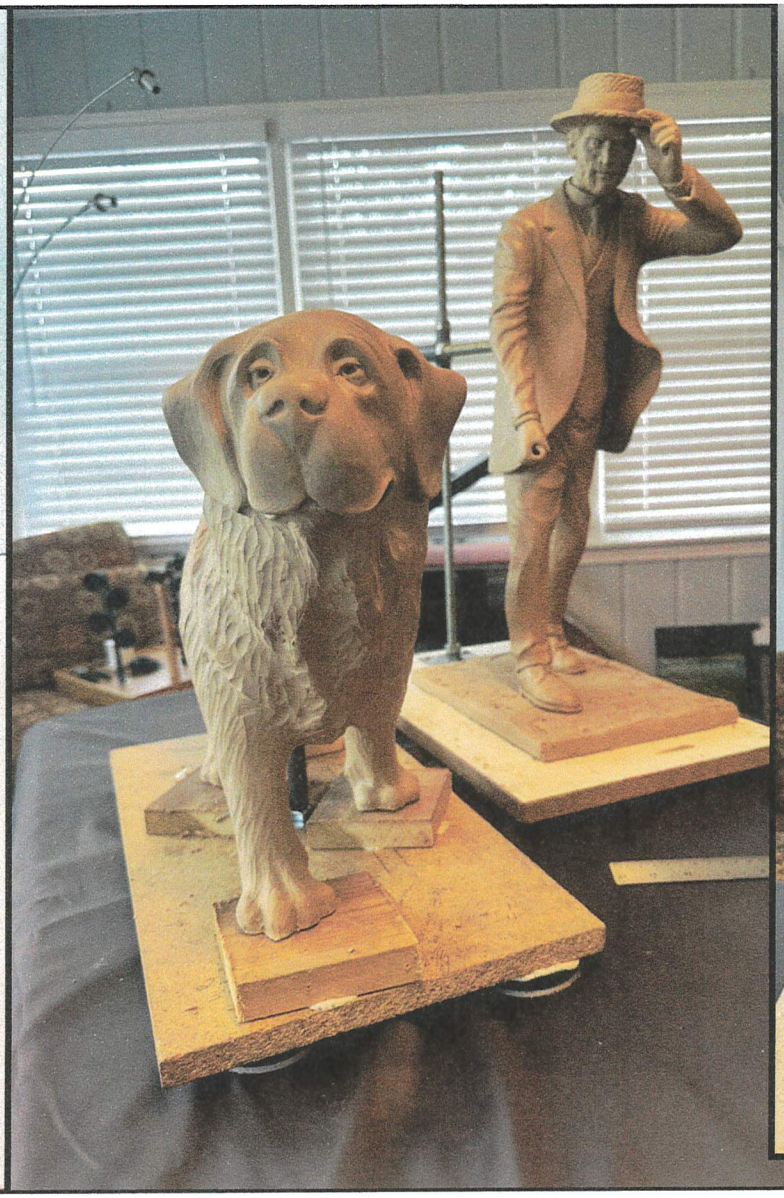
1905 - Bayview Park established
1927 - Stoddard back to Lakeview
Developed the Roads to the Park

Sculptures by Randy New



Bayview Park Community Center

Sculptor Randy New
Alexander Stoddart and Faithful Companion at Bayview Park
RNew '25



City of Pensacola

PARKS AND RECREATION BOARD

MINUTES

City of Pensacola
222 W. Main Street
Pensacola, FL
32502

March 17, 2026 | 10:00 AM | Hagler-Mason, 2nd Floor

CALL TO ORDER

Vice-chair Brown called the board meeting to order at 10:00 A.M.

ROLL CALL

Members Present:	Kristin Brown, Michael Blankenship, Daniel Brask, Shirley Lewis-Brown, Kirwan Price
Members Absent:	Renee Borden, Alexa Gay, Justine Roper Williams, Suzanne Lewis

APPROVAL OF MINUTES

1. 26-380 PARKS & RECREATION BOARD MEETING MINUTES DATED JANUARY 20, 2026

   A motion was made by Board Member Lewis-Brown and seconded by Board Member Price.

   The motion by the following vote:

Yes: 5	Kristin Brown, Micheal Blankenship, Shirley Lewis-Brown, Daniel Brask, Kirwan Price
No: 0	None.

2. 26-381 PARKS & RECREATION MEETING MINUTES DATED FEBRUARY 17, 2026

   A motion was made by Board Member Price and seconded by Board Member Brask.

   The motion by the following vote:

Yes: 5	Kristin Brown, Micheal Blankenship, Shirley Lewis-Brown, Daniel Brask, Kirwan Price

No: 0 None.

OPEN FORUM

Board Member Brask inquired about the meals on wheels for seniors at the Cobb center. Director Byrd responded by stating that the meals started being served again as of Monday, March 16th.

Vice-chair Brown announced there were three open seats on the board. Vice-chair Brown also mentioned that two new members were being presented at the next council meeting.

CITY COUNCIL ACTION ITEMS

3. 26-379 BILL BOND BASEBALL - STEPHEN CLARKE

Stephen Clarke, President of Bill Bond Baseball League, and Chase Gatyas, President-Elect of Bill Bond Baseball League, approached the board to give a presentation.

Vice-chair Brown inquired if the program receives revenue from the concession stand. Clarke responded by stating a very small amount.

Vice-chair Brown inquired about the restroom maintenance. Cheryl Fox, Athletic Superintendent, responded by stating the restrooms are cleaned every morning, Monday through Friday.

Vice-chair Brown inquired about the lighting on the fields. Director Byrd responded by stating that lights are already a part of the Unfunded List.

A discussion ensued.

Vice-chair Brown inquired about if the Dibs app is only for the Roger Scott field reservations or if the auxiliary parks are included as well. Clarke responded by explaining how the app is used.

Board Member Brask inquired about the budget and fees between recreation baseball and travel baseball. Clarke responded by stating the travel teams get their own sponsors and the two do not share a budget.

Board Member Brask also inquired about the scholarships and how much money is set aside for them. Clarke responded accordingly.

A motion was made by the Parks and Recreation Board to forward the MOU to City

Council, with the inclusion of auxiliary parks.

4. 26-272 ALEXANDER STODDART STATUE - NORM HAINES

Norm Haines presented the Alexander Stoddart Statue at the February 17, 2026, board meeting. This item was carried over for the opportunity to vote under quorum.

A motion was made by the Parks and Recreation Board to forward the lease agreement to City Council.

STAFF REPORTS

None.

DIRECTOR'S REPORT

5. 26-385 DIRECTOR'S REPORT

Tonya Byrd, Parks and Recreation Director, gave an overview of the Park's Pulse and opened the floor for any questions.

Board Member Brask inquired if the work that was being done at the Cobb and Fricker resource centers included the basketball courts. Director Byrd responded by stating the basketball courts themselves are not being replaced, but both gyms will be receiving new improvements.

Board Member Blankenship inquired if the improvements would include the surface coating of the basketball courts. Director Byrd responded by stating we have the basketball courts cleaned and resurfaced every one to two years.

Director Byrd also mentioned that the after-school program at the Fricker center will continue until the end of the school year, then operations at the Fricker Resource Center will cease until completion of all the improvements.

Board Member Lewis-Brown inquired whether we can aim to get a multi-year funding award with the Escambia Children's Trust. Director Byrd responded by stating our current out of school time grant is a three-year grant and this is our final year of it and the one going forward will also be a three-year grant.

Vice-chair Brown inquired if the new dinosaur ambassadors are tied to the pop-up that was at Wyer Park. Director Byrd responded accordingly.

NEW BUSINESS

None.

OLD BUSINESS

6. 26-386 DIRECTION '25

Tonya Byrd, Parks and Recreation Director, gave an overview of the Direction '25 updates and opened the floor for any questions.

Board Member Brask inquired if every organization that contracts with the city for a youth sport program pays the city $10 per participating child out of the collected fees from those children. Director Byrd stated that was correct.

Board Member Brask also inquired if those fees go directly back into the Parks and Recreation budget. Director Byrd responded by stating the money goes into the Recreation and Athletic fund and explained what it covers.

A discussion ensued.

Vice-chair Brown inquired if the T. May Center could open up the basketball gym for the kids in the neighborhood during the summer when the center is not in use. Director Byrd responded by stating there would have to be an amendment to the current agreement.

OPEN FORUM

Vice-chair Brown mentioned the two new members who were chosen by city council and announced that nominations for officers will be held at the next meeting.

A discussion ensued.

CALL FOR AGENDA ITEMS

None.

ADJOURNMENT

WHEREUPON the meeting was adjourned at 11:15 A.M.
****

File #: 26-836 Agenda Conference 8/10/2026

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

RESOLUTION NO. 2026-33 - FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) GRANT NO. 446650-1 - CHANGING FUNDING FOR REMOTE PARKING LOT CONSTRUCTION

RECOMMENDATION:

That City Council adopt Resolution No. 2026-33.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO COORDINATE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO CHANGE THE PROJECT TITLE, FUNDING, SCOPE, AND DELIVERABLES FOR FDOT GRANT #446650-1; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is required by local, state or federal law, governance or regulation.

Pensacola International Airport requests grant funding from the Florida Department of Transportation (FDOT) as part of the 5-Year Work Program. A description of projects and probable costs is submitted five years in advance and FDOT allots funding as their budget allows. For the State fiscal year 2028 (July 1, 2027–June 30, 2028), FDOT has allocated funds to assist with the Taxiway D Upgrade, Taxiway C2 Upgrade Construction, Taxiway B Rehab Design, and Taxiway D Extension – NEPA & Design totaling $890,000.

Since the original request, the Airport has determined that the grant funds would be better utilized for a more critical project titled Remote Parking Lot Construction and would like to redirect the State Fiscal Year 2028 funds to construction efforts required for the project. On May 23, 2024, City Council approved the acceptance of the Public Transportation Grant Agreement No. 446650-1-94-01 with the FDOT for the first phase of the Remote Parking Lot Construction, in the amount of $2,200,000. The Airport also allocated $2,200,000 in match funds for a total budgeted project cost of $4,400,000. This initial round of funding allowed the

City to construct Phase I of the remote parking lot which created 434 parking stalls. The Airport requested that FDOT allow the savings from Phase I as well as the State funds allocated for State Fiscal Year 2028 be reallocated to Phase II of the project. With approval of Resolution 2026-33, the total FDOT funds available for this project will be $3,090,000.

For FDOT to issue the grant for the revised project name and its associated costs, a Name and Funding Change Resolution is required.

PRIOR ACTION:

March 23, 2023 – City Council approved Resolution 2023-023 authorizing the Mayor to coordinate with FDOT to change the project title, funding, scope and deliverables for FDOT grant 446650-1.

May 23, 2024 – City Council approved the acceptance of the Public Transportation Grant Agreement No. 446650-1-94-01 for the Remote Parking Lot Construction in the amount of $2,200,000 with a $2,200,000 local match.

May 23, 2024 – City Council approved Resolution 2024-40 authorizing the Mayor to execute the Public Transportation Grant Agreement No. 446650-1-94-01 for the Remote Parking Lot Construction.

June 13, 2024 – City Council award Bid # 24-028, Pensacola International Airport Tippin Avenue Parking Lot to C.W. Roberts Contracting, Inc. of Pensacola, FL, the lowest and most responsible bidder.

FUNDING:

Budget:	$3,090,000.00	Grant 446650-1-94-01
	4,881,001.10	Airport Capital Funds
	$7,971,001.10	TOTAL
Actual:	$2,971,001.10	Remote Parking Lot PH I
	5,000,000.00	Remote Parking Lot PH II (Estimate)
	$7,971,001.10	TOTAL

FINANCIAL IMPACT:

Funding for this project will come from a combination of grant funds and required matching funds. State grant funds are currently appropriated in the Airport's State grant account and the matching funds are currently appropriated in the Airport's capital improvement account.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

7/23/2026

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

1. Resolution No. 2026-33

PRESENTATION: No

RESOLUTION
NO. 2026-33

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO COORDINATE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) TO CHANGE THE PROJECT TITLE, FUNDING, SCOPE, AND DELIVERABLES FOR FDOT GRANT #446650-1; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola uses the airport management as a tool for scheduling and planning projects at the Pensacola International Airport (the "Airport"); and

WHEREAS, The Florida Department of Transportation ("FDOT") has allotted grant funds for the Airport to be received in State fiscal year 2028 for specifically named projects; and

WHEREAS, the Airport originally applied from FDOT for four projects titled "Taxiway D Upgrade", "Taxiway C2 Upgrade Construction", "Taxiway B Rehab Design", and "Taxiway D Extension – NEPA & Design"; and

WHEREAS, the Airport thereafter determined that the grant funds would be better utilized for a more critical project titled "Remote Parking Lot – Construction"; and

WHEREAS, the FDOT is amenable to reallocating $400,000 from FDOT Project #452122-1 to FDOT Project #446650-1; and

WHEREAS, the FDOT is amenable to reallocating $400,000 from FDOT Project #454950-1 to FDOT Project #446650-1; and

WHEREAS, the FDOT is amenable to reallocating $60,000 from FDOT Project #454950-2 to FDOT Project #446650-1; and

WHEREAS, the FDOT is amenable to reallocating $30,000 from FDOT Project #454950-3 to FDOT Project #446650-1; and

WHEREAS, due to that change in Airport priorities and prior to issuance of the 2028 grant agreements, funding for the project for receipt of the FDOT grant must be changed from $2,200,000 to $3,090,000; and

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

SECTION 1. That the City of Pensacola shall submit the project scope and deliverables for the Public Transportation Grant Agreement.

SECTION 2. The Mayor is hereby authorized to take all actions necessary relating to this Resolution, the duties hereunder, and execute any agreements or documents related hereto.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03 (d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

_____
City Clerk

City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 26-823 Agenda Conference 8/10/2026

RESOLUTION

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-29 - PENSACOLA ENERGY - ADDITIONAL FUNDING FOR BUDGETED NATURAL GAS COST

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2026-29.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of municipal government.

During the winter months, realized natural gas costs exceeded the budgeted amount due to Winter Storm Fern's disruption of natural gas supply and capacity constraints due to emergency maintenance on critical pipeline infrastructure. Although natural gas prices have moderated during the summer, the higher-than-budgeted winter costs have created a funding shortfall, necessitating additional appropriations to cover natural gas expenses for Fiscal Year 2026.

PRIOR ACTION:

NONE.

FUNDING:

N/A

FINANCIAL IMPACT:

The cost of natural gas is recouped through Pensacola Energy's rates and charges and appropriations to the Inventory of Stores for Resale in Penscola Energy's budget is offset by the same increase in revenues. Approval of the supplemental budget resolution provides for a balanced budget for Fiscal Year 2026.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

STAFF CONTACT:

David Stafford, City Administrator
Amy Miller, Deputy City Administrator
Amy Lovoy, Finance Director
Darryl Singleton, Director of Penscola Energy and Sanitation Services

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2026-29
2. Supplemental Budget Explanation No. 2026-29

PRESENTATION: No

RESOLUTION
2026-29

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; 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. GAS UTILITY FUND

As Reads	Residential User Fees	26,301,900
Amended To Read:	Residential User Fees	27,993,900
As Reads	Commercial User Fees	15,031,500
Amended To Read:	Commercial User Fees	16,020,500
As Reads	Industrial User Fees	5,236,400
Amended To Read:	Industrial User Fees	5,516,400
As Reads	Transportation User Fees	14,423,800
Amended To Read:	Transportation User Fees	15,462,800
As Reads	Operating Expenses	51,054,014
Amended To Read:	Operating Expenses	55,054,014

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

AUGUST 2026 - SUPPLEMENTAL BUDGET RESOLUTION -PENSACOLA ENERGY - ADDITIONAL FUNDING FOR NATURAL GAS COST - NO. 2026-29

FUND	AMOUNT	DESCRIPTION
PENSACOLA ENERGY		
Estimated Revenues		
Residential User Fees	1,692,000	Increase appropriation for Revenues - Residential User Fees
Commercial User Fees	989,000	Increase appropriation for Revenues - Commercial User Fees
Industrial User Fees	280,000	Increase appropriation for Revenues - Industrial User Fees
Transportation User Fees	1,039,000	Increase appropriation for Revenues - Transportation User Fees
Total Revenues	4,000,000	
Appropriations		
Operating Expenses	4,000,000	Increase appropriation for Operating Expresses
Total Appropriations	4,000,000	

File #: 26-824 Agenda Conference 8/10/2026

LEGISLATIVE ACTION ITEM

SPONSOR: DC Reeves, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2026-30 - FACILITIES REPAIRS FOR COMMUNITY MARITIME PARK (CMP) FUND

RECOMMENDATION:

That City Council adopt supplemental Budget Resolution No. 2026-30:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This action does not directly advance a goal of the City of Pensacola Strategic Plan but is a necessary function of government.

This supplemental resolution requests approval to appropriate funding from the Community Maritime Park (CMP) Fund Balance for the emergency purchase and installation of a replacement HVAC system, a structural evaluation of the facility, and necessary repair and maintenance work. The HVAC replacement is required due to the failure of the existing outdated system, and the additional work is necessary to assess the facility's structural integrity and address critical maintenance needs to ensure the continued safe operation, functionality, and preservation of the facility.

PRIOR ACTION:

N/A

FUNDING:

Budget: $161,898 CMPA Renewal & Replacement Fund

Actual:	$98,398	AC Replacement
	15,250	Structural Evaluation
	14,400	Security Fence
	33,850	Sinks and Installation
	$161,898	TOTAL

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the funds in the Community Maritime Park (CMP) Fund for the purchase & installation of the HVAC system, structural evaluation, and repair & maintenance of the facility. Funding will come from the Community Maritime Park Renewal & Replacement Fund which has a balance of $798,895 as of June 30, 2026.

REVIEWED AS TO FORM BY CITY ATTORNEY'S OFFICE: Yes

STAFF CONTACT:

David Stafford, City Administrator
Russell Sweatt, Facilities & Fleet Director
Amy Lovoy, Finance Director

ATTACHMENTS:

1. Supplemental Budget Resolution No. 2026-30
2. Supplemental Budget Explanation No. 2026-30

PRESENTATION: No

RESOLUTION
NO. 2026-30

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2026; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. LAW ENFORCEMENT TRUST FUND

	Fund Balance	98,398
As Reads:	Operating Expenses	1,139,200
Amended To Read:	Operating Expenses	1,202,700
As Reads:	Capital Outlay	120,351
Amended To Read:	Capital Outlay	218,749

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

AUGUST 2026 - SUPPLEMENTAL BUDGET RESOLUTION - FACILITIES REPAIRS FOR COMMUNITY MARITIME PARK (CMP) FUND- RES NO. 2026-30

FUND	AMOUNT	DESCRIPTION
COMMUNITY MARITIME PARK FUND		
Fund Balance	161,898	Increase appropriated fund balance
Total Estimated Revenues and Fund Balance	161,898	
Appropriations		
Operating Expenses	63,500	Increase appropriation for Operating Expenses
Capital Outlay	98,398	Increase appropriation for Capital Outlay
Total Appropriations	161,898	