



City of Pensacola

City Council

Agenda - Final

Thursday, January 11, 2018, 5:30 PM

Council Chambers, 1st Floor

ROLL CALL

INVOCATION

Rev. Carlton Abney, Pastor - Historic John the Baptist Church

PLEDGE OF ALLEGIANCE

Council Member Brian Spencer

FIRST LEROY BOYD FORUM

AWARDS

APPROVAL OF MINUTES

1. [18-00039](#) APPROVAL OF MINUTES: REGULAR MEETING DATED 12/14/17

Attachments: [Draft Minutes: Regular Meeting - 12/14/17](#)

APPROVAL OF AGENDA

CONSENT AGENDA

2. [18-00016](#) SCHEDULE A PUBLIC HEARING REGARDING A PROPOSED AMENDMENT TO THE URBAN CORE COMMUNITY REDEVELOPMENT PLAN

Recommendation: That City Council schedule a Public Hearing regarding a Proposed Amendment to the Urban Core Community Redevelopment Plan. The Public Hearing will take place at the February 8, 2018 Meeting of the City Council.

Sponsors: Gerald Wingate

Attachments: [Proposed Urban Core Redevelopment Plan Amendment](#)

REGULAR AGENDA

3. [18-04](#) RESOLUTION NO. 18-04 - RELATING TO CARPENTERS CREEEK, RECOGNIZING THE CONTRIBUTIONS MADE BY LAURIE MURPHY AND THE EMERALD COASTKEEPERS, INC., AND DECLARING APRIL 28TH AS CARPENTER'S CREEK APPRECIATION DAY

Recommendation: That City Council adopt Resolution No. 18-04:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, RELATING TO CARPENTER'S CREEK, RECOGNIZING THE CONTRIBUTIONS MADE BY LAURIE MURPHY AND THE EMERALD COASTKEEPERS, INC., AND DECLARING APRIL 28TH AS CARPENTER'S CREEK APPRECIATION DAY IN THE CITY OF PENSACOLA.

Sponsors: Sherri Myers

Attachments: [Resolution No. 18-04](#)

4. [17-00654](#) PUBLIC HEARING: DESIGNATION OF THE PROPERTY LOCATED AT 1717 WEST CERVANTES STREET, PENSACOLA, ESCAMBIA COUNTY, FL, PARCEL REFERENCE NUMBER 000S009060001105, AS A GREEN REUSE AREA PURSUANT TO SECTION 376.80(2)(C), FLORIDA STATUTES

Recommendation: That City Council hold the second of two Public Hearings to designate the property located at 1717 West Cervantes Street (Parcel Reference Number 000S009060001105) a Green Reuse Area.

Sponsors: Ashton J. Hayward, III

Attachments: [Delphin Downs Resolution with Exhibits](#)
[PROOF OF PUBLICATION - NOTICE OF PUBLIC HEARINGS](#)

5. [18-02](#) RESOLUTION NO. 18-02 - DESIGNATION OF 1717 WEST CERVANTES STREET AS A GREEN REUSE AREA

Recommendation: That City Council adopt Resolution No. 18-02.

A RESOLUTION DESIGNATING PROPERTY LOCATED AT 1717 WEST CERVANTES STREET, PENSACOLA, ESCAMBIA COUNTY, FLORIDA 32501, PARCEL REFERENCE NUMBER 000S009060001105, AS A BROWNFIELD AREA PURSUANT TO SECTION 376.80(2)(C), FLORIDA STATUTES, FOR THE PURPOSE OF REHABILITATION, JOB CREATION, AND PROMOTING ECONOMIC REDEVELOPMENT; AUTHORIZING THE CITY OF PENSACOLA TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; PROVIDING AN EFFECTIVE DATE.

Sponsors: Ashton J. Hayward, III

Attachments: [Resolution No. 18-02](#)

6. [18-00014](#) PUBLIC HEARING - DISPOSITION OF SURPLUS PROPERTY - 216 NORTH "A" STREET

Recommendation: That City Council conduct a public hearing on January 11, 2018 regarding the sale of surplus property located at 216 North "A" Street, Parcel Identification Number 000S009010163083, Account Number 131804000.

Sponsors: Jewel Cannada-Wynn

Attachments: [Property Map and PS Records - 216 North A Street](#)
[Appraisal Report -- 216 North A Street](#)
[Purchase Offer -- 216 North A Street](#)
[Legal Opinion - Conditions of the Sale of 216 North A Street](#)
[Draft Sale Agreement -- 216 North A Street](#)
[PROOF OF PUBLICATION - PUBLIC HEARING - 216 N A ST](#)

7. [18-00015](#) SALE OF SURPLUS PROPERTY - 216 NORTH "A" STREET

Recommendation: That City Council approve the sale of surplus property located at 216 North "A" Street, Parcel Identification Number 000S009010163083, Account Number 131804000.

Sponsors: P.C. Wu

Attachments: [Property Map and PS Records - 216 North A Street](#)
[Purchase Offer -- 216 North A Street](#)
[Appraisal Report -- 216 North A Street](#)
[Legal Opinion - Conditions of the Sale of 216 North A Street](#)
[Draft Sale Agreement -- 216 North A Street](#)

8. [18-01](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 18-01 - DOWNTOWN IMPROVEMENT BOARD WASTE CO-OP

Recommendation: That City Council adopt Supplemental Budget Resolution No. 18-01.

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

Sponsors: Ashton J. Hayward, III

Attachments: [Supplemental Budget Resolution No. 18-01](#)
[Supplemental Budget Explanation No. 18-01](#)

9. [18-03](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 18-03 - RESIDENTIAL PROPERTY IMPROVEMENT PROGRAM - HOUSING INITIATIVES FUND

Recommendation: That City Council adopt Supplemental Budget Resolution No. 18-03.

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

Sponsors: Ashton J. Hayward, III

Attachments: [Supplemental Budget Resolution No. 18-03](#)
[Supplemental Budget Explanation No. 18-03](#)

10. [01-18](#) PROPOSED ORDINANCE NO. 01-18 REGULATING THE USE OF PUBLIC RIGHT-OF-WAY BY WIRELESS COMMUNICATIONS FACILITIES AND INFRASTRUCTURE BY SERVICE PROVIDERS

Recommendation: That City Council approve Proposed Ordinance No. 01-18 on first reading.

AN ORDINANCE CREATING ARTICLE VII, SECTION 11-4-182 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; REGULATING THE USE OF THE PUBLIC RIGHTS-OF-WAY BY WIRELESS COMMUNICATIONS FACILITIES AND INFRASTRUCTURE BY SERVICE PROVIDERS; AUTHORIZING THE ADMINISTRATIVE PROMULGATION OF IMPLEMENTING RULES AND REGULATIONS CONFORMING TO THE PROVISIONS OF THE ADVANCED WIRELESS INFRASTRUCTURE DEPLOYMENT ACT OF 2017; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

Sponsors: Ashton J. Hayward, III

Attachments: [Proposed Ordinance No. 01-18](#)
[Ordinance No. 29-17](#)
[Sec. 337401\(7\), Florida Statutes, Advanced Wireless Infrastructure Deployn](#)

11. [43-17](#) PROPOSED ORDINANCE NO. 43-17 REQUEST FOR FUTURE LAND USE MAP AMENDMENT FOR RECENTLY ANNEXED PENSACOLA INTERNATIONAL AIRPORT OWNED PROPERTY

Recommendation: That City Council adopt Proposed Ordinance No. 43-17 on second reading.

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

Sponsors: Ashton J. Hayward, III

Attachments: [Proposed Ordinance No. 43-17](#)
[Proposed Future Land Use Map, dated August 2017](#)
[Annexation Map, dated June 13, 2017](#)
[August 8, 2017 Planning Board Minutes](#)

12. [44-17](#) PROPOSED ORDINANCE NO. 44-17 REQUEST FOR ZONING MAP AMENDMENT FOR RECENTLY ANNEXED PENSACOLA INTERNATIONAL AIRPORT OWNED PROPERTY

Recommendation: That City Council adopt Proposed Ordinance No. 44-17 on second reading.

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

Sponsors: Ashton J. Hayward, III

Attachments: [Proposed Ordinance No. 44-17](#)
[Proposed Zoning Map, dated August 2017](#)
[Annexation Map, dated June 13, 2017](#)
[August 8, 2017 Planning Board Minutes](#)

DISCUSSION

COUNCIL EXECUTIVE'S REPORT

MAYOR'S COMMUNICATION

COUNCIL COMMUNICATIONS

CIVIC ANNOUNCEMENTS

SECOND LEROY BOYD FORUM

ADJOURNMENT

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

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00039

City Council

1/11/2018

SUBJECT:

APPROVAL OF MINUTES: REGULAR MEETING DATED 12/14/17



City of Pensacola

CITY COUNCIL

Meeting Minutes

December 14, 2017

5:30 P.M.

Council Chambers

Council President Wingate called the meeting to order at 5:32 P.M.

ROLL CALL

Council Members Present: Gerald Wingate, Sherri Myers, Jewel Cannada-Wynn, Larry Johnson, Brian Spencer, Andy Terhaar, P.C. Wu

Council Members Absent: None

INVOCATION

Given by Reverend David Morris, Pastor - St. Mark United Methodist Church.

PLEDGE OF ALLEGIANCE

Lead by Council Vice President Sherri Myers.

FIRST LEROY BOYD FORUM

Colvin Rancifer: Addressed Council regarding the proposed fish hatchery to be built on City-owned property commonly none as "Bruce Beach" indicating he is opposed to it being at that location and gave a history of Bruce Beach how it was used in the past by near-by neighborhoods.

Cecilia Pressley: Addressed Council indicating she was falsely arrested in 2015 and alleged she was violated by the officers which she provided badge numbers. She explained that she is afraid of police retaliation and not sure what to do at this point.

Council Member Cannada-Wynn asked Ms. Pressley to contact her. Council President Wingate asked Ms. Pressley to provide the badge numbers to the City Clerk.

That concluded the first segment of LeRoy Boyd Forum.

AWARDS

None.

APPROVAL OF MINUTES

1. [17-00673 APPROVAL OF MINUTES: REGULAR MEETING DATED 11/9/17 AND SPECIAL MEETING DATED 11/28/17](#)

A motion to approve was made by Council Member Terhaar and seconded by Council Member Myers.

The motion carried by the following vote (with Council Member Johnson not yet in attendance):

Yes: 6 Gerald Wingate, Sherri Myers, Andy Terhaar, Brian Spencer, Jewel Cannada-Wynn, P.C. Wu
No: 0 None

APPROVAL OF AGENDA

A motion to approve the agenda as presented was made by Council Member Cannada-Wynn and seconded by Council Member Terhaar.

The motion carried by the following vote (with Council Member Johnson not yet in attendance):

Yes: 6 Gerald Wingate, Sherri Myers, Andy Terhaar, Brian Spencer, Jewel Cannada-Wynn, P.C. Wu
No: 0 None

CONSENT AGENDA

2. [17-00305 AIRPORT COMMERCE PARK - PROPERTY ACQUISITION B2406 - COLLEGE HEIGHTS](#)

Recommendation: That City Council authorize the purchase of B2406 (Parcel ID#141S292100025002) from Robert J. Ingram for \$70,000 along with a purchase additive of \$40,000, closing costs of \$1,900, and a 5% contingency in the amount of \$5,595 for a total amount of \$117,495.

3. [17-00628 ADMINISTRATIVE PLAN FOR THE PENSACOLA HOUSING DIVISION HOUSING CHOICE VOUCHER PROGRAM](#)

Recommendation: That City Council approve the amendments to the Administrative Plan for the Pensacola Housing Division Housing Choice Voucher program.

CONSENT AGENDA (CONT'D.)

4. [17-00647](#) LEASE AGREEMENT WITH KAPLE HOLDINGS, INC. FOR RESTAURANT OUTDOOR SEATING AREA

Recommendation: That City Council authorize the Mayor to take all action necessary to execute a Lease Agreement with Kaple Holdings, Inc. for exterior space to be used for restaurant and bar outdoor seating.

5. [17-00648](#) APPROVAL OF SUBLEASE - HARBOURVIEW BUILDING

Recommendation: That City Council approve a sublease, from Harbourview of Pensacola, LLC to Crown Health Care Laundry Services, LLC, for property located at 25 W. Cedar Street.

6. [17-00641](#) SCHEDULE A PUBLIC HEARING - DISPOSITION OF SURPLUS PROPERTY - 216 NORTH "A" STREET

Recommendation: That the City Council schedule a public hearing regarding the sale of surplus property located at 216 North "A" Street, Parcel Identification Number 000S009010163083, Account Number 131804000. The Public Hearing will be held at the regular City Council meeting in January of 2018.

7. [17-00669](#) FIRST AMENDED AND RESTATED LEASE AGREEMENT WITH THE GENERAL "CHAPPIE" JAMES SUMMER FLIGHT ACADEMY, INC.

Recommendation: That City Council authorize the Mayor to execute and take all action necessary to enter into an amended and restated lease agreement, with The General "Chappie" James Summer Flight Academy, Inc., for the operation of a community-based youth flight academy within the General Daniel "Chappie" James Memorial Home site located at 1608-1610 Dr. Martin Luther King, Jr. Drive.

8. [17-00670](#) LEASE AGREEMENT WITH THE CHAPPIE JAMES MUSEUM OF PENSACOLA, INC.

Recommendation: That City Council authorize the Mayor to execute and take all action necessary to enter into a Lease Agreement with Chappie James Museum of Pensacola, Inc. for the operation of a museum commemorating the life of General Daniel "Chappie" James within the General Daniel "Chappie" James Memorial Home site located at 1608-1610 Dr. Martin Luther King, Jr. Drive.

CONSENT AGENDA (CONT'D.)

A motion to approve consent agenda Items 2 – 8 was made by Council Member Spencer and seconded by Council Member Myers.

The motion carried by the following vote (with Council Member Johnson not yet in attendance):

Yes: 6 Gerald Wingate, Sherri Myers, Andy Terhaar, Brian Spencer, Jewel Cannada-Wynn, P.C. Wu
No: 0 None

REGULAR AGENDA**9. [17-00600](#) FY 2017 STREET REHABILITATION PROJECT LIST PHASE II**

Recommendation: That City Council approve the proposed FY 2017 Street Rehabilitation Project List Phase II.

A motion to approve was made by Council Member Terhaar and seconded by Council Member Cannada-Wynn.

Council Member Myers expressed her concerns and provided pictures of areas within the City where the asphalt are up to curbs and causing drainage issues (on file with background materials). City Administrator Olson and Public Works & Facilities Director Owens addressed Ms. Myers' concerns and photos. Council Member Spencer also asked questions.

Upon conclusion of discussion, the vote was called.

The motion carried by the following vote:

Yes: 6 Gerald Wingate, Andy Terhaar, Brian Spencer, Jewel Cannada-Wynn, Larry Johnson, P.C. Wu
No: 1 Sherri Myers

10. [17-00636](#) CONTRACT APPROVAL AND SALE OF 113 NORTH "C" STREET - FORMER BLOUNT SCHOOL PROPERTY

Recommendation: That City Council approve the contract between ParsCo and the City of Pensacola for sale and development agreement of the property located at 113 North "C" Street (Parcel ID number 00-0S-00-9080-001-018). Further that City Council authorize the Mayor to take all actions necessary to execute any subsequent documents relating to the sale and development of these parcels. Finally, that City Council allocate 100 percent of the proceeds, after costs associated with the final transaction, to the Housing Initiatives Fund.

REGULAR AGENDA (CONT'D.)

A motion to approve (Item 10) was made by Council Member Cannada-Wynn and seconded by Council Member Terhaar.

Council Members Cannada-Wynn and Myers inquired as to affordable housing and incentives within this development with Housing Administrator Whitaker responding accordingly. Council President Wingate made comments indicating there is not affordable workforce within this development, therefore, he cannot support this action.

Upon conclusion of discussion, the vote was called.

The motion carried by the following vote:

Yes: 6 Sherri Myers, Andy Terhaar, Brian Spencer, Jewel Cannada-Wynn, Larry Johnson, P.C. Wu
No: 1 Gerald Wingate

11. [17-00655](#) 2018 CITY COUNCIL MEETING SCHEDULE

Recommendation: That City Council adopt the 2018 City Council Meeting Schedule.

A motion to approve was made by Council Member Terhaar and seconded by Council Member Cannada-Wynn.

Council Member Terhaar indicated that he has a recurring conflict with the scheduling of July meetings and made a motion to amend that the July meetings be changed to the week of the third Thursday on a permanent basis and seconded by Council Member Johnson.

Discussion took place among Council.

Based on discussion, Council Member Terhaar retracted his amendment to the July schedule as a permanent change, rather 2018 only with Agenda Conference on July 16th and City Council Meeting on July 19th. No objection from the seconder.

Upon conclusion of discussion, **the vote was called on the amendment.**

The motion carried by the following vote:

Yes: 7 Gerald Wingate, Sherri Myers, Andy Terhaar, Brian Spencer, Jewel Cannada-Wynn, Larry Johnson, P.C. Wu
No: 0 None

REGULAR AGENDA (CONT'D.)

There being no further discussion, **the vote was then called on the main motion as amended (on Item 11).**

The motion carried by the following vote:

Yes: 7 Gerald Wingate, Sherri Myers, Andy Terhaar, Brian Spencer, Jewel Cannada-Wynn, Larry Johnson, P.C. Wu
 No: 0 None

12. [17-00645](#) **LETTER OF SUPPORT FOR THE ESCAMBIA COUNTY - DOWNTOWN SPORTS COMPLEX**

Recommendation: That City Council authorize the Council President to prepare a letter of support for the Escambia County - Downtown Sports Complex for delivery to the Triumph Gulf Coast Board.

Council Member Spencer indicated out of an abundance of caution, he will need to withdraw as sponsor of this item due to the possibility of a conflict of interest. Council President Wingate indicated he will accept sponsorship of this item.

Mr. Jay Patel provided an overhead presentation of their proposal for *Escambia County Field House & Arena – Supplement to Unsolicited Proposal, October 5th, 2017* (on file with background materials).

Following the presentation, a **motion to approve was made by Council Member Wu and seconded by Council Member Terhaar.**

Discussion ensued among Council Members with Mr. Patel responding accordingly to questions. City Attorney Bowling provided clarification as to the letter to be delivered.

Upon conclusion of discussion, the voted was called.

The motion carried by the following vote (with Council Member Spencer abstaining):

Yes: 6 Gerald Wingate, Sherri Myers, Andy Terhaar, Jewel Cannada-Wynn, Larry Johnson, P.C. Wu
 No: 0 None
 Abstained: 1 Brian Spencer

REGULAR AGENDA (CONT'D.)

13. [17-00629](#) PUBLIC HEARING: REQUEST FOR ZONING & FUTURE LAND USE MAP AMENDMENT FOR RECENTLY ANNEXED PENSACOLA INTERNATIONAL AIRPORT OWNED PROPERTY

Recommendation: That City Council conduct a public hearing on December 14, 2017 to consider the request to amend the City's zoning map for recently annexed Pensacola International Airport Owned Property.

Planning Services Administrator Morris summarized the issue before Council as outlined in the memorandum dated 12/14/17, as well as provided overhead slides of the subject property and responded accordingly to questions of Council.

A motion to approve was made by Council Member Cannada-Wynn and seconded by Council Member Johnson.

There being no further discussion or public input, the vote was called.

The motion carried by the following vote:

Yes: 7 Gerald Wingate, Sherri Myers, Andy Terhaar, Brian Spencer, Jewel Cannada-Wynn, Larry Johnson, P.C. Wu
No: 0 None

14. [43-17](#) PROPOSED ORDINANCE NO. 43-17 REQUEST FOR FUTURE LAND USE MAP AMENDMENT FOR RECENTLY ANNEXED PENSACOLA INTERNATIONAL AIRPORT OWNED PROPERTY

Recommendation: That City Council approve Proposed Ordinance No. 43-17 on first reading.

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

A motion to pass on first reading was made by Council Member Cannada-Wynn and seconded by Council Member Terhaar.

The motion carried by the following vote:

Yes: 7 Gerald Wingate, Sherri Myers, Andy Terhaar, Brian Spencer, Jewel Cannada-Wynn, Larry Johnson, P.C. Wu
No: 0 None

REGULAR AGENDA (CONT'D.)

15. [44-17 PROPOSED ORDINANCE NO. 44-17 REQUEST FOR ZONING MAP AMENDMENT FOR RECENTLY ANNEXED PENSACOLA INTERNATIONAL AIRPORT OWNED PROPERTY](#)

Recommendation: That City Council approve Proposed Ordinance No. 44-17 on first reading.

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

A motion to pass on first reading was made by Council Member Terhaar and seconded by Council Member Johnson.

The motion carried by the following vote:

Yes: 7 Gerald Wingate, Sherri Myers, Andy Terhaar, Brian Spencer, Jewel Cannada-Wynn, Larry Johnson, P.C. Wu
No: 0 None

16. [17-00654 PUBLIC HEARING: DESIGNATION OF THE PROPERTY LOCATED AT 1717 WEST CERVANTES STREET, PENSACOLA, ESCAMBIA COUNTY, FL, PARCEL REFERENCE NUMBER 000S009060001105, AS A GREEN REUSE AREA PURSUANT TO SECTION 376.80\(2\)\(C\), FLORIDA STATUTES](#)

Recommendation: That City Council hold the first of two Public Hearings to designate the property located at 1717 West Cervantes Street (Parcel Reference Number 000S009060001105) a Green Reuse Area.

Mr. Michael Goldstein addressed Council on behalf of the property owner/applicant regarding this request. Council Members asked questions related to the intent of the designation; impacts on the classification of the property; and affordable housing, to which Mr. Goldstein responded accordingly.

That concluded discussion at this time.

No action necessary at this time; second hearing scheduled for January 11, 2018.

REGULAR AGENDA (CONT'D.)**17. [17-00630](#) QUASI-JUDICIAL HEARING - FINAL SUBDIVISION PLAT - AGUADA CREEK**

Recommendation: That City Council conduct a quasi-judicial hearing on December 14, 2017 to consider approval of the final subdivision plat - Aguada Creek.

Council President Wingate read into the record describing how a quasi-judicial proceeding differs from legislative action. He then called on City staff as to whether or not this issue is contested. **Planning Services Administrator Morris indicated she is not aware of any formal contest in opposition.** Council President Wingate indicated they may dispense of formalities and called for evidence to be entered into the record by City staff.

Planning Services Administrator Morris presented evidence into the record on behalf of the City describing the issue and referencing all background materials provided in the agenda package dated 12/14/17, as well as overhead slides of the subject plat. She responded accordingly to questions of Council Members.

There was no one present on behalf of the applicant.

A motion to approve was made by Council Member Terhaar and seconded by Council Member Cannada-Wynn.

The motion carried by the following vote:

Yes: 7	Gerald Wingate, Sherri Myers, Andy Terhaar, Brian Spencer, Jewel Cannada-Wynn, Larry Johnson, P.C. Wu
No: 0	None

18. [17-00637](#) APPOINTMENT - COMMUNITY REDEVELOPMENT AGENCY CHAIRPERSON

Recommendation: That City Council appoint one member of the Community Redevelopment Agency (CRA) as Chairperson of the CRA for a period of one year expiring in December of 2018.

Council President Wingate indicated Council Member Wu is the only nominee.

A motion by acclamation was made by Council Member Myers and seconded by Council Member Spencer that City Council appoint P. C. Wu as Chairperson of the Community Redevelopment Agency (CRA) for a period of one year expiring in December of 2018.

REGULAR AGENDA (CONT'D.)**The motion (on Item 18) carried by the following vote:**

Yes: 7 Gerald Wingate, Sherri Myers, Andy Terhaar, Brian Spencer, Jewel
 Cannada-Wynn, Larry Johnson, P.C. Wu
No: 0 None

19. [17-00638](#) APPOINTMENT - COMMUNITY REDEVELOPMENT AGENCY VICE CHAIRPERSON

Recommendation: That City Council appoint one member of the Community Redevelopment Agency (CRA) as Vice Chairperson of the CRA for a period of one year expiring in December of 2018.

Council Member Myers withdrew her name for consideration, as she explained at agenda conference, she was just appointed as Council Vice President.

Council President Wingate indicated he will take nominations from the floor.

A motion by acclamation was made by Council Member Johnson and seconded by Council Member Terhaar that City Council appoint Jewel Cannada-Wynn as Vice Chairperson of the Community Redevelopment Agency (CRA) for a period of one year expiring in December of 2018.

Council Member Cannada-Wynn accepted the nomination.

There being no discussion the vote was called.

The motion carried by the following vote:

Yes: 7 Gerald Wingate, Sherri Myers, Andy Terhaar, Brian Spencer, Jewel
 Cannada-Wynn, Larry Johnson, P.C. Wu
No: 0 None

REGULAR AGENDA (CONT'D.)20. [17-00646](#) AMENDING SECTION 3.01 OF CITY COUNCIL RULES AND PROCEDURES - ELECTION OF OFFICERS

Recommendation: That City Council amend Section 3.01 of the Council Rules and Procedures to have the offices of President and Vice-President be elected on a rotating basis by District.

A motion to approve was made by Council Member Myers and seconded by Council Member Spencer.

Discussion ensued among Council with Council Member Myers fielding comments and questions.

Upon conclusion of discussion, the vote was called.

The motion failed by the following vote:

Yes: 2 Sherri Myers, Brian Spencer
No: 5 Gerald Wingate, Andy Terhaar, Jewel Cannada-Wynn, Larry Johnson, P.C. Wu

21. [17-00657](#) STRATEGIC BUDGET PLANNER

Recommendation: That City Council approve the employment of Wilhem A. "Butch" Hansen for the position of Strategic Budget Planner to the City Council and approve an employment agreement with Mr. Hansen for this position.

A motion to approve was made by Council Member Cannada-Wynn and seconded by Council Member Terhaar.

Some discussion took place among Council. Mr. Hansen was also provided an opportunity to address Council.

Upon conclusion of discussion, the vote was called.

The motion carried by the following vote:

Yes: 6 Gerald Wingate, Sherri Myers, Andy Terhaar, Brian Spencer, Jewel
 Cannada-Wynn, P.C. Wu
No: 1 Larry Johnson

REGULAR AGENDA (CONT'D.)22. [17-00658 BAYVIEW COMMUNITY RESOURCE CENTER](#)

Recommendation: That City Council place a moratorium on proceeding any further with the Bayview Community Resource Center project until such a time that input from the citizens can be obtained and certain design characteristics can be explained and addressed.

A motion to approve was made by Council Member Wingate and seconded by Council Member Myers.

Public input was heard from Blair Stephenson.

Discussion took place among Council.

Upon conclusion of discussion, the vote was called.

The motion failed by the following vote:

Yes: 0 None
No: 7 Gerald Wingate, Sherri Myers, Andy Terhaar, Brian Spencer, Jewel Cannada-Wynn, Larry Johnson, P.C. Wu

23. [17-83 RESOLUTION IN SUPPORT OF THE NATIONAL PARK SYSTEM](#)

Recommendation: That City Council adopt Resolution No. 17-83:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA IN SUPPORT OF THE NATIONAL PARK SERVICE AND ENCOURAGING CONGRESS TO CREATE A RELIABLE, PREDICTABLE STREAM OF RESOURCES TO ADDRESS DEFERRED MAINTENANCE NEEDS IN AMERICA'S NATIONAL PARK SYSTEM.

A motion to adopt was made by Council Member Cannada-Wynn and seconded by Council Member Terhaar.

The motion carried by the following vote:

Yes: 7 Gerald Wingate, Sherri Myers, Andy Terhaar, Brian Spencer, Jewel Cannada-Wynn, Larry Johnson, P.C. Wu
No: 0 None

REGULAR AGENDA (CONT'D.)**24. [17-00642](#) WEST FLORIDA REGIONAL PLANNING COUNCIL (WFRPC) BROWNFIELDS CLEAN-UP SUBGRANT AGREEMENT**

Recommendation: That City Council authorize the Mayor to take all actions necessary related to the finalization and execution of West Florida Regional Planning Council's Grant Agreement as a sub-grantee in the amount of \$250,000 to remove hazardous substances and petroleum contaminants at Community Maritime Park. Further, that City Council approve the supplemental budget resolution appropriating the grant funds.

A motion to approve was made by Council Member Terhaar and seconded by Council Member Cannada-Wynn.

The motion carried by the following vote:

Yes: 7 Gerald Wingate, Sherri Myers, Andy Terhaar, Brian Spencer, Jewel Cannada-Wynn, Larry Johnson, P.C. Wu
No: 0 None

25. [17-82](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 17-82 - WEST FLORIDA REGIONAL PLANNING COUNCIL (WFRPC) BROWNFIELDS CLEAN-UP SUBGRANT AGREEMENT

Recommendation: That City Council adopt Supplemental Budget Resolution No. 17-82.

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

A motion to adopt was made by Council Member Terhaar and seconded by Council Member Cannada-Wynn.

The motion carried by the following vote:

Yes: 7 Gerald Wingate, Sherri Myers, Andy Terhaar, Brian Spencer, Jewel Cannada-Wynn, Larry Johnson, P.C. Wu
No: 0 None

REGULAR AGENDA (CONT'D.)**26. [17-00651](#) ESTABLISHMENT OF THE AUDIT COMMITTEE TO CONDUCT THE AUDITOR SELECTION PROCESS**

Recommendation: That City Council be established as the Audit Committee to select an auditor to conduct the annual financial statement audit as required in Section 218.391, Florida Statutes.

A motion to approve was made by Council Member Cannada-Wynn and seconded by Council Member Terhaar.

The motion carried by the following vote:

Yes: 6 Gerald Wingate, Sherri Myers, Andy Terhaar, Brian Spencer, Jewel Cannada-Wynn, P.C. Wu
No: 1 Larry Johnson

27. [17-84](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 17-84 - FY 2018 NON-ENCUMBERED CARRYOVER BUDGET RESOLUTION

Recommendation: That City Council adopt Supplemental Budget Resolution No. 17-84.

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

A motion to adopt was made by Council Member Johnson and seconded by Council Member Cannada-Wynn.

The motion carried by the following vote:

Yes: 7 Gerald Wingate, Sherri Myers, Andy Terhaar, Brian Spencer, Jewel Cannada-Wynn, Larry Johnson, P.C. Wu
No: 0 None

REGULAR AGENDA (CONT'D.)

28. 41-17 PROPOSED ORDINANCE NO. 41-17 - AMENDING SECTION 12-2-21 PALAFOX HISTORIC BUSINESS DISTRICT OF THE LAND DEVELOPMENT CODE

Recommendation: That City Council adopt Proposed Ordinance No. 41-17 on second reading.

AN ORDINANCE AMENDING SECTION 12-2-21 (F)(4)(a) OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR A PROHIBITION OF INTERNALLY ILLUMINATED SIGNS IN THE PALAFOX HISTORIC BUSINESS DISTRICT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE. (Ordinance No. 31-17)

A motion to adopt was made by Council Member Terhaar and seconded by Council Member Cannada-Wynn.

The motion carried by the following vote:

Yes: 7	Gerald Wingate, Sherri Myers, Andy Terhaar, Brian Spencer, Jewel Cannada-Wynn, Larry Johnson, P.C. Wu
No: 0	None

DISCUSSION

None.

COUNCIL EXECUTIVE'S REPORT

None.

MAYOR'S COMMUNICATION

None.

COUNCIL COMMUNICATIONS

Council Member Myers inquired of an open records request she submitted regarding Pensacola Energy's gas re-piping planned over the next two (2) or three (3) years. City Administrator Olson indicated he will look into getting her the information.

Council Member Cannada-Wynn wished everyone a Merry Christmas and Happy New Year.

CIVIC ANNOUNCEMENTS

None.

SECOND LEROY BOYD FORUM

None.

ADJOURNMENT

WHEREUPON the meeting was adjourned at 8:39 P.M.

Adopted: _____

Approved: _____
Gerald C. Wingate, President of City Council

Attest:

Ericka L. Burnett, City Clerk

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME SPENCER BRIAN KENNETH	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE PENSACOLA CITY COUNCIL
MAILING ADDRESS ON FILE	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input checked="" type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
CITY PENSACOLA	COUNTY ESCAMBIA
DATE ON WHICH VOTE OCCURRED 12/14/17	NAME OF POLITICAL SUBDIVISION: MY POSITION IS <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, BRIAN SPENCER, hereby disclose that on 12/14, 2017:

(a) A measure came or will come before my agency which (check one or more)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____;
- inured to the special gain or loss of my relative, _____;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

possible special gain

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

12/14/17
Date Filed

[Signature]
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00016

City Council

1/11/2018

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Gerald Wingate

SUBJECT:

SCHEDULE A PUBLIC HEARING REGARDING A PROPOSED AMENDMENT TO THE URBAN CORE COMMUNITY REDEVELOPMENT PLAN

RECOMMENDATION:

That City Council schedule a Public Hearing regarding a Proposed Amendment to the Urban Core Community Redevelopment Plan. The Public Hearing will take place at the February 8, 2018 Meeting of the City Council.

HEARING REQUIRED: Public

SUMMARY:

On March 8, 1984, City Council adopted Ordinance No. 13-84 which established the Urban Core Redevelopment Trust Fund and provided funding “for the duration of any community redevelopment project undertaken in the Urban Core Community Redevelopment Area”. City Council adopted Resolution No. 15-84 which approved a community redevelopment plan for the Urban Core, which plan was revised on April 6, 1989 to identify the redevelopment activities to be undertaken. The revised community redevelopment plan, dated 1989, as amended was repealed on January 14, 2010 and the Urban Core Community Redevelopment Plan, dated 2010, was adopted.

Pursuant to Chapter 163, Part III, Florida Statutes (F.S.):

“Every community redevelopment plan shall....Provide a time certain for completing all redevelopment financed by (tax) increment revenues. “If the community redevelopment plan is amended or modified pursuant to F.S. 163.361(1), each such taxing authority shall make the annual appropriation (of tax increment revenues) for a period not to exceed 30 years after the date the governing body amends the plan but no later than 60 years after the fiscal year in which the plan was initially approved or adopted.”

The Urban Core Community Redevelopment Plan, dated 2010, provides that all projects financed by tax increment revenues must be completed by fiscal year 2040. The maximum number of years currently allowed under Chapter 163, Part II, Florida Statutes for funding of the Urban Core Redevelopment Trust Fund is sixty (60) years from initial plan adoption. The proposed amendment extends the completion date of community redevelopment activities financed by tax increment revenues in the Urban Core Community Redevelopment

Area to December 31, 2043.

Additionally, the development of key affordable housing programs and projects during 2017 through 2018 provide for additional specificity of affordable housing elements for incorporation into the Urban Core Community Redevelopment Plan, 2010. The proposed amendment specifies the Residential Rehabilitation, Infill and New Housing Element and Administration and Professional Consulting Services elements.

PRIOR ACTION:

September 25, 1980 - City Council adopted Resolution No. 54-80 which designated the boundaries of the Urban Core Community Redevelopment Area and found and determined such area to be a blighted area in need of redevelopment.

October 22, 1981 - City Council adopted Resolution No. 65-81 which reaffirmed its finding and determination of blight within the Urban Core Community Redevelopment Area.

March 8, 1984 - City Council adopted Ordinance No. 13-84 which established the Urban Core Redevelopment Trust Fund and provided funding in accordance with Chapter 163, Part III, Florida Statutes.

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

April 6, 1989 - City Council adopted Resolution No. 19-89 which approved a revised community redevelopment plan for the Urban Core Community Redevelopment Area and identified the redevelopment activities to be undertaken.

January 14, 2010 - City Council adopted Resolution No. 02-10 which repealed the community redevelopment plan dating from 1989, as amended, and adopted the Urban Core Community Redevelopment Plan dated 2010.

FUNDING:

N/A

FINANCIAL IMPACT:

Tax incremental revenues will continue to support community redevelopment activities until December 31, 2043.

STAFF CONTACT:

Don Kraher, Council Executive
M. Helen Gibson, AICP, CRA Administrator
Victoria D'Angelo, Assistant CRA Administrator

ATTACHMENTS:

1) Proposed Urban Core Redevelopment Plan Amendment

PRESENTATION: No

PROPOSED
RESOLUTION NO. _____

RESOLUTION NO. _____

A RESOLUTION AMENDING THE URBAN CORE COMMUNITY REDEVELOPMENT PLAN; PROVIDING THAT ALL COMMUNITY REDEVELOPMENT ACTIVITIES FINANCED BY TAX INCREMENT REVENUES IN THE URBAN CORE COMMUNITY REDEVELOPMENT AREA SHALL BE COMPLETED BY DECEMBER 31, 2043; ADOPTING ADDITIONAL PRIORITY ELEMENTS OF THE URBAN CORE COMMUNITY REDEVELOPMENT PLAN; PROVIDING FOR ADDITIONAL SPECIFICITY OF AFFORDABLE HOUSING ELEMENTS; PROVIDING FOR PLANNING AND DESIGN SERVICES RELATED TO AFFORDABLE HOUSING SOLUTIONS; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. FINDINGS. It is hereby ascertained, determined and declared as follows:

A. The City Council of the City of Pensacola (the "City Council") is authorized by Chapter 163, Part III, Florida Statutes (the "Redevelopment Act") to exercise the community redevelopment powers set forth therein to eliminate, remedy and prevent conditions of slum and blight.

B. In accordance with the Redevelopment Act, the City Council adopted Resolution No. 55-80 which created the Pensacola Community Redevelopment Agency (the "Agency").

C. On September 25, 1980, the City Council adopted Resolution No. 54-80, which designated the boundaries of the Urban Core Community Redevelopment Area (the "Urban Core") and found and determined such area to be a blighted area in need of redevelopment, which finding and determination was reaffirmed in Resolution No. 65-81, adopted by the City Council on October 22, 1981.

D. On March 27, 1984, the City Council adopted Resolution No. 15-84 which approved a community redevelopment plan for the Urban Core.

E. On April 6, 1989, the City Council adopted Resolution No. 19-89, which approved a revised community redevelopment plan for the Urban Core and identified the redevelopment activities to be undertaken therein, which plan has been subsequently amended.

F. On January 14, 2010, the City Council adopted Resolution No. 02-10, which repealed the community redevelopment plan dating from 1989, as amended, and adopted the Urban Core Community Redevelopment Plan dated 2010.

G. On March 8, 1984, the City Council adopted Ordinance No. 13-84 (the "Trust Fund Ordinance") which established the Urban Core Redevelopment Trust Fund and provided for the funding thereof in accordance with the authority of section 163.387 of the Redevelopment Act.

H. The Trust Fund Ordinance provided for annual funding of the Urban Core Redevelopment Trust Fund for the duration of any community redevelopment project undertaken pursuant to the Redevelopment Act.

I. In accordance with Section 163.387(2)(a) of the Redevelopment Act, annual funding of the Urban Core Redevelopment Trust Fund shall be appropriated for up to 60 years after the fiscal year in which the plan was initially approved or adopted.

J. The Agency has recommended amending the Urban Core Community Redevelopment Plan to provide that all redevelopment activity financed by tax increment revenues in the Redevelopment Area be completed by December 31, 2043, which is 60 years after the fiscal year in which the community redevelopment plan was initially adopted, and to adopt additional priority elements to provide for additional specificity of affordable housing elements and planning and design services related to affordable housing solutions.

K. The City and Agency have given published notice of a public hearing to consider such amendment of the Urban Core Community Redevelopment Plan 2010 as required by section 163.361(2) of the Redevelopment Act. The City and Agency have also provided mailed notice and a written report of the proposed amendments to affected taxing authorities, in the manner required by sections 163.346 and 163.361(3)(a) of the Redevelopment Act.

L. A public hearing has been duly held for the purpose of receiving comments from interested parties and such comments, if any, have been heard and considered.

M. The Pensacola Planning Board has determined that the amendment to the Redevelopment Plan contemplated herein conforms to the comprehensive plan for the development of the City as a whole.

SECTION 2. AMENDMENT OF REDEVELOPMENT PLAN. The Redevelopment Plan, a copy of which is attached hereto as Appendix A and incorporated herein, is hereby amended to provide the time certain for completion of all redevelopment activities financed by "increment revenues" in the Urban Core (as such term is defined in section 163.340(22) of the

Redevelopment Act) and to adopt additional priority elements attached hereto as Appendix B and incorporated herein.

SECTION 3. RATIFICATION AND CONFIRMATION. Except as amended hereunder, all prior ordinances, resolutions and actions by the City Council regarding the establishment and creation of the Agency, the Urban Core Community Redevelopment Plan, and the Urban Core Redevelopment Trust Fund, including but not limited to findings of blight and necessity associated therewith, are hereby ratified and confirmed.

SECTION 4. SEVERABILITY. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5. 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

APPENDIX A

URBAN CORE COMMUNITY REDEVELOPMENT PLAN (2010)

(On file in the Office of the Community Redevelopment Agency)

APPENDIX B

REDEVELOPMENT PLAN AMENDMENTS

CAPITAL PROJECTS

The Urban Core Redevelopment Area Plan, 2010 identifies capital projects which may be financed by tax increment revenues throughout the CRA area through ~~the next thirty years~~ December 31, 2043. While timing and execution will depend on funding availability, The Plan sets priorities to be initiated in the first five years. This section discusses capital projects by category. See the next section for recommended priorities and cost estimates.

Urban Core Redevelopment Plan (2010), Volume 2, Page 13

CAPITAL PLAN & PRIORITIES

The CRA Redevelopment Plan is anticipated to be completed in 30 years by December 31, 2043 and should be flexible to respond to market conditions, funding sources and community priorities. However, the Plan recommends the following projects as priorities that could help stimulate redevelopment and accelerate growth in the short term.:

- Community Maritime Park
- ECUA Facility Relocation
- Pensacola Baywalk
- Government Street Affordable/Workforce Housing including Donelson Street Extension and Corrine Jones Park
- ECUA Redevelopment including ECUA/CRA partnership agreement, rezoning/design guidelines and master plan
- Tanyard Neighborhood Zoning Study
- Main Street/Bayfront Parkway Intervention
- S. Spring Street Road Diet
- Two-way Conversion N. Spring Street and N. Baylen Street
- Bay Ferry
- I-110 Retrofit Phase I

The CRA Redevelopment Plan identifies the following capital projects as priorities that should begin within the first five years following adoption of the Plan.

Urban Core Redevelopment Plan (2010), Volume 2, Page 28

CRA PROGRAMS AND ACTIVITIES

In addition to specific capital projects identified in The Plan the CRA will be empowered to provide and may fund services and programs to further carry out the themes and principles of the Plan. Close coordination, cooperation and communication with other public and semi-public agencies is critical for the CRA to be most efficient with its redevelopment efforts. The CRA will seek the aid and cooperation of other agencies and will attempt to coordinate the Plan with activities of each agency in order to achieve the purpose of the redevelopment in the highest public interests. These programs are intended to encourage and promote private enterprise within the CRA, and may be financed by tax increment revenues throughout the Urban Core Redevelopment Area through December 31, 2043.

Urban Core Redevelopment Plan (2010), Volume 2, Page 34

Residential Rehabilitation- The appearance and integrity of residential neighborhoods within the redevelopment area is critical to its success. Accordingly, the CRA may provide grants or loan interest subsidies, or a combination thereof, to residential property owners, condominium owners, and condominium associations for the rehabilitation of their properties. These funds can be used for a broad range of permanent (fixed) improvements including, but not limited to, roof repair, landscaping, painting, parking and driveway upgrades, and sewer hook-ups.

Urban Core Redevelopment Plan (2010), Volume 2, Page 37

Additional Priority Element: Additional Specificity of Affordable Housing Elements

The CRA will employ a Residential Property Improvement Program to address residential rehabilitation within the Urban Core Redevelopment Area. The program will be administered within targeted districts of the Urban Core Redevelopment Area to encourage and support blight removal, affordable housing and neighborhood revitalization. The program will predominately fund exterior improvements with additional structural and interior repairs subject to fund availability. Eligible properties will receive a zero percent (0%) deferred payment loan secured by a lien or mortgage. Funding amounts and program guidelines will be subject to approval by the CRA.

Due to the substantial need for residential rehabilitation to provide for affordable housing, this program will be administered from time to time over the course of the term of the CRA as funding is available.

Infill & New Housing - Land assemblage ~~is one of the most important~~ a key means to provide assistance ~~provided to private developers, particularly those that are planning larger scale~~ in the development of affordable housing. The CRA ~~should~~ shall identify vacant lots within the redevelopment area for the development of new housing. The Agency shall recruit developers and builders to fulfill this goal. The CRA will be empowered to give grants to low and moderate income homebuyers, such or developers and builders to reduce the costs of developing the new housing structures. The CRA will prepare and adopt guidelines for determining eligibility and the amount of the incentive payment or discount.

Additional Priority Element: Additional Specificity of Affordable Housing Elements

The CRA will employ an Affordable Housing Infill Program to address infill and new housing within the Urban Core Redevelopment Area. The program will be administered within targeted districts of the Urban Core Redevelopment Area to encourage and support blight removal, affordable housing and neighborhood revitalization. The program will provide site acquisition, clearance and infrastructure preparation to incentivize the redevelopment of affordable residential properties. Acquired and improved sites will be made available to home buyers or developers/builders and will serve as a write-down for new infill construction. The program will target low to moderate income homebuyers, and will be offered in combination with available down payment and closing cost assistance programs, as available.

Due to the substantial need for residential infill to provide for affordable housing and support land assemblage, this program will be administered from time to time over the course of the term of the Urban Core Redevelopment Area as funding is available.

Administration and Professional Consulting Services

The CRA is empowered to fund all operational, management and administrative activities of the Agency including, but not limited to employees' salaries and benefits, equipment, supplies, software and vehicles. The CRA is empowered to hire private consultants for expert and temporary services to carry out the Plan.

Additional Priority Element: Planning and Design Services Related to Affordable Housing Solutions

To ensure that redevelopment projects and activities, and other related initiatives support the availability of affordable housing within the Urban Core Redevelopment Area, the periodic assessment of housing and economic conditions, City and CRA plans, land development regulations, and housing-related policies and programs is warranted to inform the implementation of affordable housing solutions. Identified solutions may address land development planning, housing design, CRA and/or City plans and policies, projects and programming, or similar areas impacting the sustainability and availability of affordable housing within the Urban Core Redevelopment Area. The CRA is empowered to secure planning and design services related to the identification of strategic affordable housing solutions.

Due to changing market and community conditions over time, this activity will be employed from time to time over the course of the term of the CRA, as needs arise and funding is available.

Appendix – Statutory Requirements and Action

Element	Reference
(10) Provide a time certain for completing all redevelopment financed by increment revenues. Such time certain shall occur no later than 30 years	FY 2040 <u>December 31, 2043</u>

after the fiscal year in which the plan is approved, adopted or amended pursuant to s. 163.361(1).	
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Urban Core Redevelopment Plan (2010), Volume 1 Appendix, Page v



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-04

City Council

1/11/2018

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Vice President Sherri F. Myers

SUBJECT:

RESOLUTION NO. 18-04 - RELATING TO CARPENTERS CREEK, RECOGNIZING THE CONTRIBUTIONS MADE BY LAURIE MURPHY AND THE EMERALD COASTKEEPERS, INC., AND DECLARING APRIL 28TH AS CARPENTER'S CREEK APPRECIATION DAY

RECOMMENDATION:

That City Council adopt Resolution No. 18-04:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, RELATING TO CARPENTER'S CREEK, RECOGNIZING THE CONTRIBUTIONS MADE BY LAURIE MURPHY AND THE EMERALD COASTKEEPERS, INC., AND DECLARING APRIL 28TH AS CARPENTER'S CREEK APPRECIATION DAY IN THE CITY OF PENSACOLA.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Over the past year of 2017, efforts were made to begin the cleanup and restoration of Carpenter's Creek. Laurie Murphy, Executive Director of Emerald Coastkeeper's, Inc. has been the driving force in these efforts. Laurie Murphy has organized cleanups, enlisted volunteers to assist accruing hundreds of hours of volunteer time, she has worked with Escambia County in the purchase of land at the headwaters of the creek and has facilitated the removal of over 26,000 pounds of trash and debris from the creek and its banks.

This resolution indicates the City Council's and City's appreciation for the efforts, dedication, sacrifice and leadership that Laurie Murphy has displayed for the Carpenter's Creek cleanup and restoration project.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) Resolution No. 18-04

PRESENTATION: Yes

RESOLUTION
NO. 18-04

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, RELATING TO CARPENTER'S CREEK, RECOGNIZING THE CONTRIBUTIONS MADE BY LAURIE MURPHY AND THE EMERALD COASTKEEPERS, INC. AND DECLARING APRIL 28TH AS CARPENTER'S CREEK APPRECIATION DAY IN THE CITY OF PENSACOLA.

WHEREAS, Carpenter's Creek is a five mile creek that meanders through the north east portion of the City of Pensacola, is part of the Pensacola watershed and drains into Bayou Texar; and

WHEREAS, over the past sixty years Carpenter's Creek watershed has become greatly impaired with the destruction of the watershed's riparian zone, clear cutting of pine forest, the removal of native vegetation and wildlife habitat, the pollution of the creek's water from residential, commercial and industrial development activity, and the accumulation of urban trash, garbage and debris; and

WHEREAS, Carpenter's Creek restoration is vital to the health of Bayou Texar and Pensacola Bay and in an effort to restore Carpenter's Creek, the Escambia County Board of County Commissioners selected a Carpenter's Creek restoration project to receive RESTORE funds related to the Deepwater Horizon oil spill in 2010; and

WHEREAS, the Emerald Coastkeepers, Inc. is a non-profit organization whose mission is to protect and restore the waterways, watershed and riparian areas of the gulf coast region, including the City of Pensacola; and

WHEREAS, Laurie Murphy, Executive Director of Emerald Coastkeepers, Inc. has demonstrated an extraordinary commitment to addressing the environmental demise of Carpenter's Creek by:

- a. Organizing eight clean up events and recruiting over 100 volunteers to clean up Carpenter's Creek from 12th Avenue to just west of Davis Highway;
- b. Networking and coordinating with residents, other government entities and private businesses to assist volunteers in their efforts to remove over 26,000 pounds of trash, tires, shopping carts, and debris from the creek and its banks;
- c. Assisting in organizing five Carpenter's Creek town hall meetings, including distribution of fliers, encouraging residents and citizens to become involved in the restoration process and participating in numerous media events to promote and raise public awareness of the plight of Carpenter's Creek;
- d. Negotiating the purchase of the 8.5 acre headwaters of Carpenter's Creek on Olive Road. On April 28, 2017, Escambia County closed on the purchase of the headwaters which is an absolute vital element in the overall restoration of Carpenter's Creek. On December 9, 2017, Laurie Murphy began a clean-up operation of the headwaters which is slated to become a site for recreational and environmental events.

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

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

**LAURIE MURPHY, EXECUTIVE DIRECTOR
EMERALD COASTKEEPERS, INC.**

for her exemplary activism and volunteerism to protect and restore Carpenter's Creek and the city's vital natural resources and environment.

Section 2. That the City Council further declares April 28th of each year as Carpenter's Creek appreciation day and encourages the public to participate in activities related to the enjoyment, restoration and protection of Carpenter's Creek.

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 #: 17-00654

City Council

1/11/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

PUBLIC HEARING: DESIGNATION OF THE PROPERTY LOCATED AT 1717 WEST CERVANTES STREET, PENSACOLA, ESCAMBIA COUNTY, FL, PARCEL REFERENCE NUMBER 000S009060001105, AS A GREEN REUSE AREA PURSUANT TO SECTION 376.80(2)(C), FLORIDA STATUTES

RECOMMENDATION:

That City Council hold the second of two Public Hearings to designate the property located at 1717 West Cervantes Street (Parcel Reference Number 000S009060001105) a Green Reuse Area.

HEARING REQUIRED: Public

SUMMARY:

SP Downs, LLC has requested City Council designate 1717 West Cervantes Street a Green Reuse Area pursuant to Section 376.80(2)(c) of Florida's Brownfields Redevelopment Act. When fully developed as an affordable residential rental community, it will consist of a total of 72 units, with community amenities. SP Downs is applying for this designation to address the perception of contamination from the demolition of a historic hotel and tourist camp. The perception creates a material level of regulatory activity and legal liability that complicates redevelopment.

This designation will allow SP Downs to access state-based Brownfield Redevelopment incentives to help underwrite costs associated with managing the environmental risk. A reduction in those costs will keep overall construction costs as low as possible and result in a more financially feasible housing project.

The designation requires two public hearings, community input and an announcement of the upcoming hearings. The applicant held a community meeting at the Pensacola Public Library on October 26, 2017, The announcement of upcoming hearings was made to City Council at the November 6, 2017 Agenda Conference.

PRIOR ACTION:

December 14, 2017 - City Council conducted the first public hearing.

FUNDING:

N/A

FINANCIAL IMPACT:

None.

CITY ATTORNEY REVIEW: Yes

12/4/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Rebecca Ferguson, Economic Development Coordinator

ATTACHMENTS:

- 1) Delphin Downs Resolution with Exhibits

PRESENTATION: No

RESOLUTION
NO. _____

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION DESIGNATING PROPERTY LOCATED AT 1717 WEST CERVANTES STREET, PENSACOLA, ESCAMBIA COUNTY, FLORIDA 32501, AND IDENTIFIED BY PARCEL REFERENCE NUMBER 000S009060001105, AS A BROWNFIELD AREA PURSUANT TO SECTION 376.80(2)(C), FLORIDA STATUTES, FOR THE PURPOSE OF REHABILITATION, JOB CREATION, AND PROMOTING ECONOMIC REDEVELOPMENT; AUTHORIZING THE CITY OF PENSACOLA TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to § 97-277, Laws of Florida, codified at § 376.77 – § 376.86, Florida Statutes, the State of Florida has provided for designation of a “brownfield area” by resolution at the request of the person who owns or controls one or more real estate parcels, to provide for their environmental remediation and redevelopment and promote economic development and revitalization generally; and

WHEREAS, SP Downs, LLC (“SP Downs”), controls one parcel located at 1717 West Cervantes Street, Pensacola, Escambia County, FL 32501, and identified by Parcel Reference Number 000S009060001105 (the “Subject Property”), as depicted in Exhibit “A” attached hereto and more particularly described in Exhibit “B” attached hereto, by virtue of a Purchase and Sale Agreement, dated June 29, 2016, and is developing it for residential use; and has requested designation of the Subject Property as the Delphin Downs Green Reuse Area pursuant to § 376.80(2)(c), Florida Statutes, of Florida’s Brownfields Redevelopment Act; and

WHEREAS, the City has reviewed the relevant criteria that apply in such designations, as specified in § 376.80(2)(c), Florida Statutes, and has determined that the Subject Property qualifies for designation because the following requirements have been satisfied:

1. SP Downs controls Subject Property by virtue of a Purchase and Sale Agreement dated June 29, 2016, and has agreed to rehabilitate and redevelop it;
2. rehabilitation and redevelopment of the Subject Property will result in economic productivity in the area;

3. redevelopment of the Subject Property is consistent with the Comprehensive Plan of the City of Pensacola and is a permissible use under the City's Zoning Code;
4. proper notice of the proposed rehabilitation of the Subject Property has been provided to neighbors and nearby residents, and SP Downs has provided those receiving notice the opportunity to provide comments and suggestions regarding the rehabilitation; and
5. SP Downs has provided reasonable assurance that it has sufficient financial resources to implement and complete a rehabilitation agreement and redevelopment plan; and

WHEREAS, the City desires to notify the Florida Department of Environmental Protection of its resolution designating the Delphin Downs Green Reuse Area a "brownfield area" to further its rehabilitation and redevelopment for purposes of § 376.77 – § 376.86, Florida Statutes; and

WHEREAS, the applicable procedures set forth in § 376.80 and § 166.041, Florida Statutes, have been followed and proper notice has been provided in accordance with § 376.80(1) and § 166.041(3)(c)2, Florida Statutes; and

WHEREAS, such designation shall not render the City of Pensacola liable for costs of site rehabilitation, including remediation, or source removal, as those terms are defined in §§ 376.79(19) and (20), Florida Statutes, or for any other costs, above and beyond those costs attributed to the adoption of this Resolution.

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

Section 1. Recitals. That the recitals and findings set forth in this Resolution are hereby adopted by reference thereto and incorporated herein as if fully set forth in this Section.

Section 2. Satisfaction of Applicable Criteria. The City Council finds that SP Downs has satisfied the criteria set forth in § 376.80(2)(c), Florida Statutes.

Section 3. Designation. The City Council designates the Subject Property depicted on Exhibit "A" and described on Exhibit "B" attached hereto and incorporated herein by reference as a "brownfield area" for purposes of § 376.77 – § 376.86, Florida Statutes, under the following terms and conditions:

- a. Such designation shall not render the City of Pensacola liable for costs of site remediation, rehabilitation, and economic development or source removal, or for any other costs that may arise or be incurred.

Section 4. Notification. The City Clerk, or her designee, is hereby authorized to notify the Florida Department of Environmental Protection of the City Council's resolution designating the Delphin Downs Green Reuse Area a "brownfield area" for purposes of § 376.77 – § 376.86, Florida Statutes.

Section 5. Effective Date. This Resolution shall become effective immediately upon its adoption by City Council.

Adopted:

Approved:

Attest:

City Clerk

Legal in form and valid if adopted:

City Attorney

Exhibit A

Source: Escambia County Property Appraiser

Navigate Mode
 Account
 Reference

[Restore Full Page Version](#)

<p>General Information</p> <p>Reference: 000S009060001105</p> <p>Account: 151033000</p> <p>Owners: PATEL THAKORBHAI N & PATEL SAVITABEN T</p> <p>Mail: 6111 ENTERPRISE DR APT 604 PENSACOLA, FL 32505</p> <p>Situs: 1717 W CERVANTES ST 32501</p> <p>Use Code: VACANT COMMERCIAL</p> <p>Taxing Authority: PENSACOLA CITY LIMITS</p> <p>Schools (Elem/Int/High): GLOBAL LEARNING ACADEMY/WORKMAN/PENSACOLA</p> <p>Tax Inquiry: Open Tax Inquiry Window</p> <p>Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector</p>	<p>Assessments</p> <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2016</td> <td>\$309,000</td> <td>\$48,533</td> <td>\$357,533</td> <td>\$131,843</td> </tr> <tr> <td>2015</td> <td>\$309,000</td> <td>\$46,842</td> <td>\$355,842</td> <td>\$130,927</td> </tr> <tr> <td>2014</td> <td>\$309,000</td> <td>\$47,091</td> <td>\$356,091</td> <td>\$129,888</td> </tr> </tbody> </table> <p>Disclaimer</p> <hr/> <p>Amendment 1/Portability Calculations</p> <p>★ File for New Homestead Exemption Online</p>	Year	Land	Imprv	Total	Cap Val	2016	\$309,000	\$48,533	\$357,533	\$131,843	2015	\$309,000	\$46,842	\$355,842	\$130,927	2014	\$309,000	\$47,091	\$356,091	\$129,888				
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Parcel Information


Section Map Id: [CA116](#)

Approx. Acreage: 2.0661

Zoned: C-1

Evacuation & Flood Information
[Open Report](#)

[Launch Interactive Map](#)



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

Exhibit B

Legal Description

All of Block 105, WEST KING TRACT, City of Pensacola, according to map of said City copyrighted by Thomas C. Watson in 1906. Subject to the existing right-of-way of Cervantes Street (U.S. Highway 90), all lying and being situate in Escambia County, Florida.

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

++-----

Before the undersigned authority personally appeared **Steve Dulaney** who, on oath, says that she is a personal representative of the Pensacola News Journal, a daily newspaper published in Escambia County, Florida; that the attached copy of advertisement, being a Legal in the matter of:

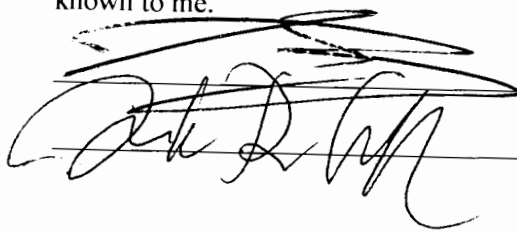
NOTICE OF PUBLIC HEARINGS TO CONSIDER ADOPTION OR RESOLUTION DESIGNATING GREEN REUSE AREA

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

December 03, 2017

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

Sworn to and subscribed before me this **04th** day of **DECEMBER, 2017**, by **Steve Dulaney**, who is personally known to me.



Affiant

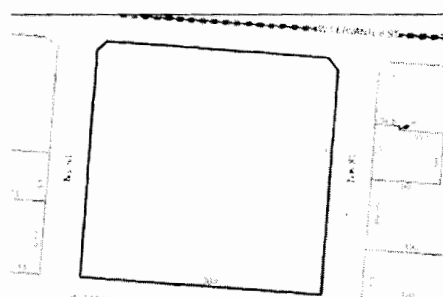
Notary Public

NOTICE OF PUBLIC HEARINGS TO CONSIDER ADOPTION OF RESOLUTION DESIGNATING GREEN REUSE AREA

NOTICE IS HEREBY GIVEN that City Council of the City of Pensacola, Florida, will hold public hearings on December 14, 2017, and January 11, 2018, at 5:30 p.m. in the Council Chamber at City Hall, located at 222 West Main Street, Pensacola, FL, in order to consider adoption of the following resolution:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, DESIGNATING PROPERTY LOCATED AT 1717 WEST CERVANTES STREET, PENSACOLA, ESCAMBIA COUNTY, FLORIDA 32501, AND IDENTIFIED BY PARCEL REFERENCE NUMBER 000S009060001105, AS A BROWNFIELD AREA PURSUANT TO SECTION 376.80(2)(C), FLORIDA STATUTES, FOR THE PURPOSE OF REHABILITATION, JOB CREATION, AND PROMOTING ECONOMIC REDEVELOPMENT; AUTHORIZING THE CITY OF PENSACOLA TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; PROVIDING AN EFFECTIVE DATE.

The location of the proposed Green Reuse Area is as presented on the map published with this notice. If any person decides to appeal any decision made by the City Council with respect to any matter considered at the public hearing, that person will need a record of the proceedings and that for such purpose affected persons may need to ensure that a verbatim record of the proceedings is made and that such record shall include the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the City for the introduction or admission into evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law. In accordance with the American with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk of the City of Pensacola at least 48 hours prior to the meeting at (850) 435-1606 or eburnett@cityofpensacola.com.





City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-02

City Council

1/11/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

RESOLUTION NO. 18-02 - DESIGNATION OF 1717 WEST CERVANTES STREET AS A GREEN REUSE AREA

RECOMMENDATION:

That City Council adopt Resolution No. 18-02.

A RESOLUTION DESIGNATING PROPERTY LOCATED AT 1717 WEST CERVANTES STREET, PENSACOLA, ESCAMBIA COUNTY, FLORIDA 32501, PARCEL REFERENCE NUMBER 000S009060001105, AS A BROWNFIELD AREA PURSUANT TO SECTION 376.80(2)(C), FLORIDA STATUTES, FOR THE PURPOSE OF REHABILITATION, JOB CREATION, AND PROMOTING ECONOMIC REDEVELOPMENT; AUTHORIZING THE CITY OF PENSACOLA TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: Public

SUMMARY:

SP Downs, LLC has requested City Council designate 1717 West Cervantes Street a Green Reuse Area pursuant to Section 376.80(2)(c) of Florida's Brownfields Redevelopment Act. When fully developed as an affordable residential rental community, it will consist of a total of 72 units, with community amenities. SP Downs is applying for this designation to address the perception of contamination from the demolition of a historic hotel and tourist camp. The perception creates a material level of regulatory activity and legal liability that complicates redevelopment.

This designation will allow SP Downs to access state-based Brownfield Redevelopment incentives to help underwrite costs associated with managing the environmental risk. A reduction in those costs will keep overall construction costs as low as possible and result in a more financially feasible housing project.

The designation requires two public hearings, community input and an announcement of the upcoming hearings. The applicant held a community meeting at the Pensacola Public Library on October 26, 2017, The

announcement of upcoming hearings was made to City Council at the November 6, 2017 Agenda Conference and Notice of Public Hearings to consider adoption of resolution designating green reuse area was published on December 3, 2017.

PRIOR ACTION:

December 14, 2017 - First public hearing held.

FUNDING:

N/A

FINANCIAL IMPACT:

None.

CITY ATTORNEY REVIEW: Yes

12/28/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Rebecca Ferguson, Economic Development Coordinator

ATTACHMENTS:

- 1) Resolution No. 18-02

PRESENTATION: No

RESOLUTION
NO. 18-02

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION DESIGNATING PROPERTY LOCATED AT 1717 WEST CERVANTES STREET, PENSACOLA, ESCAMBIA COUNTY, FLORIDA 32501, AND IDENTIFIED BY PARCEL REFERENCE NUMBER 000S009060001105, AS A BROWNFIELD AREA PURSUANT TO SECTION 376.80(2)(C), FLORIDA STATUTES, FOR THE PURPOSE OF REHABILITATION, JOB CREATION, AND PROMOTING ECONOMIC REDEVELOPMENT; AUTHORIZING THE CITY OF PENSACOLA TO NOTIFY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION OF SAID DESIGNATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to § 97-277, Laws of Florida, codified at § 376.77 – § 376.86, Florida Statutes, the State of Florida has provided for designation of a “brownfield area” by resolution at the request of the person who owns or controls one or more real estate parcels, to provide for their environmental remediation and redevelopment and promote economic development and revitalization generally; and

WHEREAS, SP Downs, LLC (“SP Downs”), controls one parcel located at 1717 West Cervantes Street, Pensacola, Escambia County, FL 32501, and identified by Parcel Reference Number 000S009060001105 (the “Subject Property”), as depicted in Exhibit “A” attached hereto and more particularly described in Exhibit “B” attached hereto, by virtue of a Purchase and Sale Agreement, dated June 29, 2016, and is developing it for residential use; and has requested designation of the Subject Property as the Delphin Downs Green Reuse Area pursuant to § 376.80(2)(c), Florida Statutes, of Florida’s Brownfields Redevelopment Act; and

WHEREAS, the City has reviewed the relevant criteria that apply in such designations, as specified in § 376.80(2)(c), Florida Statutes, and has determined that the Subject Property qualifies for designation because the following requirements have been satisfied:

1. SP Downs controls Subject Property by virtue of a Purchase and Sale Agreement dated June 29, 2016, and has agreed to rehabilitate and redevelop it;
2. rehabilitation and redevelopment of the Subject Property will result in economic productivity in the area;

3. redevelopment of the Subject Property is consistent with the Comprehensive Plan of the City of Pensacola and is a permissible use under the City's Zoning Code;
4. proper notice of the proposed rehabilitation of the Subject Property has been provided to neighbors and nearby residents, and SP Downs has provided those receiving notice the opportunity to provide comments and suggestions regarding the rehabilitation; and
5. SP Downs has provided reasonable assurance that it has sufficient financial resources to implement and complete a rehabilitation agreement and redevelopment plan; and

WHEREAS, the City desires to notify the Florida Department of Environmental Protection of its resolution designating the Delphin Downs Green Reuse Area a "brownfield area" to further its rehabilitation and redevelopment for purposes of § 376.77 – § 376.86, Florida Statutes; and

WHEREAS, the applicable procedures set forth in § 376.80 and § 166.041, Florida Statutes, have been followed and proper notice has been provided in accordance with § 376.80(1) and § 166.041(3)(c)2, Florida Statutes; and

WHEREAS, such designation shall not render the City of Pensacola liable for costs of site rehabilitation, including remediation, or source removal, as those terms are defined in §§ 376.79(19) and (20), Florida Statutes, or for any other costs, above and beyond those costs attributed to the adoption of this Resolution.

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

Section 1. Recitals. That the recitals and findings set forth in this Resolution are hereby adopted by reference thereto and incorporated herein as if fully set forth in this Section.

Section 2. Satisfaction of Applicable Criteria. The City Council finds that SP Downs has satisfied the criteria set forth in § 376.80(2)(c), Florida Statutes.

Section 3. Designation. The City Council designates the Subject Property depicted on Exhibit "A" and described on Exhibit "B" attached hereto and incorporated herein by reference as a "brownfield area" for purposes of § 376.77 – § 376.86, Florida Statutes, under the following terms and conditions:

- a. Such designation shall not render the City of Pensacola liable for costs of site remediation, rehabilitation, and economic development or source removal, or for any other costs that may arise or be incurred.

Section 4. Notification. The City Clerk, or her designee, is hereby authorized to notify the Florida Department of Environmental Protection of the City Council's resolution designating the Delphin Downs Green Reuse Area a "brownfield area" for purposes of § 376.77 – § 376.86, Florida Statutes.

Section 5. 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.

Adopted: _____

Approved: _____

President of City Council

Attest:

City Clerk

Exhibit A

General Information

Reference: 000S009060001105
Account: 151033000
Owners: PATEL THAKORBHAI N & PATEL SAVITABEN T
Mail: 6111 ENTERPRISE DR APT 604 PENSACOLA, FL 32505
Situs: 1717 W CERVANTES ST 32501
Use Code: VACANT COMMERCIAL
Taxing Authority: PENSACOLA CITY LIMITS
Schools (Elem/Int/High): GLOBAL LEARNING ACADEMY/WORKMAN/PENSACOLA
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2016	\$309,000	\$48,533	\$357,533	\$131,843
2015	\$309,000	\$46,842	\$355,842	\$130,927
2014	\$309,000	\$47,091	\$356,091	\$129,888

[Disclaimer](#)

[Amendment 1/Portability Calculations](#)

★ [File for New Homestead Exemption Online](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/1983	1806	270	\$365,000	WD	View Instr
05/1981	1504	584	\$80,000	WD	View Instr
03/1980	1436	622	\$80,000	WD	View Instr

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

2016 Certified Roll Exemptions

HOMESTEAD EXEMPTION, SENIOR EXEMPTION

Legal Description

ALL OF BLK 105 OR 1806 P 270 WEST KING TRACT CA 116

Extra Features

None

Parcel Information [Launch Interactive Map](#)

Section Map Id: [CA116](#)
Approx. Acreage: 2.0661
Zoned: C-1
Evacuation & Flood Information
[Open Report](#)

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

Exhibit B

Legal Description

All of Block 105, WEST KING TRACT, City of Pensacola, according to map of said City copyrighted by Thomas C. Watson in 1906. Subject to the existing right-of-way of Cervantes Street (U.S. Highway 90), all lying and being situate in Escambia County, Florida.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00014

City Council

1/11/2018

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member P.C. Wu

SUBJECT:

PUBLIC HEARING - DISPOSITION OF SURPLUS PROPERTY - 216 NORTH "A" STREET

RECOMMENDATION:

That City Council conduct a public hearing on January 11, 2018 regarding the sale of surplus property located at 216 North "A" Street, Parcel Identification Number 000S009010163083, Account Number 131804000.

HEARING REQUIRED: Public

SUMMARY:

The Community Redevelopment Agency (CRA) has stated its desire to comprehensively market available CRA-owned properties in the Urban Core Community Redevelopment Area. To date, the positioning of parcels for redevelopment has been an effective tool in the successful revitalization of Pensacola's Downtown Urban Core.

Pursuant to CRA and City Council policies, properties must be declared surplus and appraised prior to disposition. On December 5, 2016, the CRA declared the vacant property located at 216 North "A" Street, Parcel Identification Number 000S009010163083, surplus and available for disposition. The disposition plan included marketing the property for affordable housing and a 30 day Notice of Disposition published on December 23, 2016 in the Pensacola News Journal, in compliance with the requirements of section 163.380 of the Florida Statutes. A property appraisal was conducted on September 28, 2016, which appraised the property at a fair market value of \$13,000.

CRA staff received a single offer for the purchase of 216 North "A" Street in response to the Notice of Disposition from Andre and Stephanie Tucker in the amount of \$5,000. The offer received is \$8,000 below the property's appraised fair market value. Chapter 163, Part III of the Florida Statutes allows CRA's to sell property for less than fair market value, taking into account and giving consideration to the long-term community benefits to be achieved by the CRA.

The sale must be approved by City Council following a public hearing, pursuant to City Council Resolution No. 55-80, the CRA's Bylaws and the Florida Statutes.

PRIOR ACTION:

September 28, 2016 - Property appraisal conducted on the property.

December 5, 2016 - The CRA declared the property at 216 North "A" Street surplus and available for disposition.

December 23, 2016 - A 30 day Notice of Disposition was published in the Pensacola News Journal

FUNDING:

Budget: \$ -0-

Actual: \$5,000 Net Proceeds from the Sale of Property at 216 North "A" Street

FINANCIAL IMPACT:

The CRA will benefit from additional ad valorem revenue generated as a result of returning parcels to the tax roll. The CRA will receive \$5,000 in revenue from the proceeds from the sale of the property.

STAFF CONTACT:

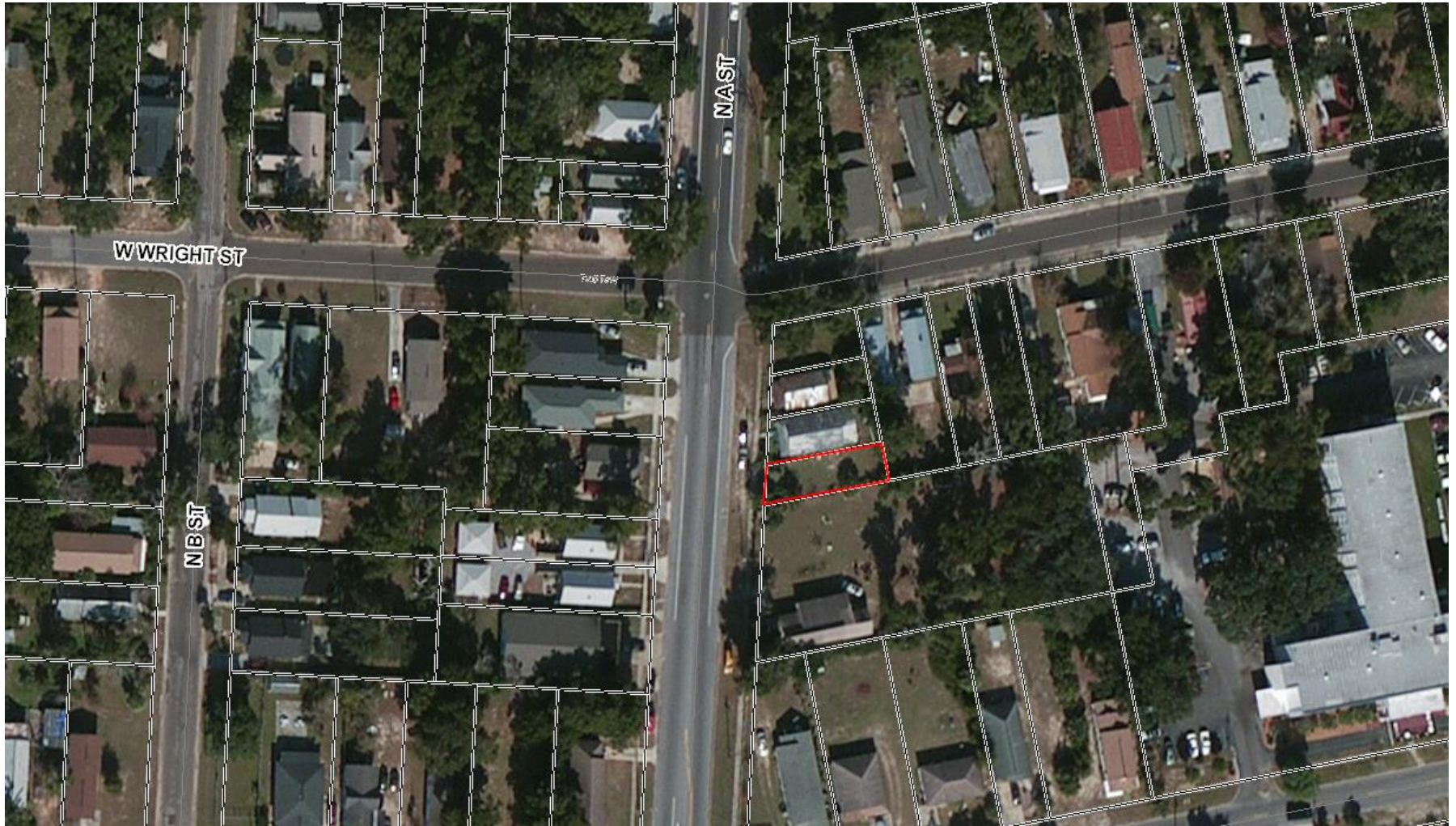
Don Kraher, Council Executive
M. Helen Gibson, AICP, CRA Administrator
Victoria D'Angelo, Assistant CRA Administrator

ATTACHMENTS:

- 1) Parcel Map and PA Records - 216 North "A" Street
- 2) Purchase Offer - 216 North "A" Street
- 3) Appraisal - 216 North "A" Street
- 4) Legal Opinion - Conditions of the sale of 216 North "A" Street
- 5) Draft Sale Agreement - 216 North "A" Street

PRESENTATION: No

216 North "A" Street



Source: Escambia County Property Appraiser

← Navigate Mode Account Reference →

[Restore Full Page Version](#)

General Information Reference: 000S009010163083 Account: 131804000 Owners: COMMUNITY REDEVELOPMENT AGENCY OF THE PENSACOLA CITY OF Mail: PO BOX 12910 PENSACOLA, FL 32521 Situs: 216 N A ST 32502 Use Code: VACANT RESIDENTIAL Taxing Authority: PENSACOLA CITY LIMITS Schools (Elem/Int/High): GLOBAL LEARNING ACADEMY/WORKMAN/PENSACOLA Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector	Assessments <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2017</td> <td>\$9,149</td> <td>\$0</td> <td>\$9,149</td> <td>\$7,495</td> </tr> <tr> <td>2016</td> <td>\$7,189</td> <td>\$0</td> <td>\$7,189</td> <td>\$6,814</td> </tr> <tr> <td>2015</td> <td>\$6,195</td> <td>\$0</td> <td>\$6,195</td> <td>\$6,195</td> </tr> </tbody> </table> <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Amendment 1/Portability Calculations</p> <p style="text-align: center;">★ File for New Homestead Exemption Online</p>	Year	Land	Imprv	Total	Cap Val	2017	\$9,149	\$0	\$9,149	\$7,495	2016	\$7,189	\$0	\$7,189	\$6,814	2015	\$6,195	\$0	\$6,195	\$6,195
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Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>02/13/2008</td> <td>6288</td> <td>1439</td> <td>\$100</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>07/2003</td> <td>5191</td> <td>706</td> <td>\$100</td> <td>TD</td> <td>View Instr</td> </tr> </tbody> </table> Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller	Sale Date	Book	Page	Value	Type	Official Records (New Window)	02/13/2008	6288	1439	\$100	WD	View Instr	07/2003	5191	706	\$100	TD	View Instr	2017 Certified Roll Exemptions MUNICIPAL OWNED <hr/> Legal Description S 27 7/10 FT OF S 90 FT OF LTS 16 17 AND OF W 8 FT 4 IN OF LT 15 MAXENT TRACT BEL NO BLK 83 BELMONT TRACT OR 6288... <hr/> Extra Features None
Sale Date	Book	Page	Value	Type	Official Records (New Window)														
02/13/2008	6288	1439	\$100	WD	View Instr														
07/2003	5191	706	\$100	TD	View Instr														

Parcel Information [Launch Interactive Map](#)

Section Map Id: [CA095](#)

Approx. Acreage: 0.0600

Zoned: R-1B

Evacuation & Flood Information
[Open Report](#)

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

Buildings
Images
None

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

APPRAISAL REPORT

OF A

VACANT COMMERCIAL LAND PARCEL

LOCATED AT

**216 NORTH A STREET
PENSACOLA, ESCAMBIA COUNTY, FLORIDA 32502**

EXCLUSIVELY FOR

**CITY OF PENSACOLA
PLANNING SERVICES DIVISION**

AS OF

SEPTEMBER 28, 2016

BY

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

410 EAST GOVERNMENT STREET

**PENSACOLA, FLORIDA
32502**

APPRAISAL REPORT

The subject property consists of a vacant commercial land parcel that is located at 216 North A Street in Pensacola, Florida. The client is considering the sale of the property at a yet-undetermined price.

The three traditional approaches to value income-producing properties are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Commercial land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the absence of improvements, the performing of the Cost Approach was not considered to be applicable. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.

The subject is a vacant commercial land parcel with no improvements that is not encumbered by any leases. Buyers of this type of property in the local market typically rely most heavily on the Sales Comparison Approach in making buying decisions. Additionally, recent sales activity of similar type properties in the local market is considered to be sufficient to produce credible results. Accordingly, the appraiser has determined that the performing of the Sales Comparison Approach in this appraisal process is sufficient to achieve credible assignment results based primarily upon the intended use of this appraisal. The appraiser has clearly identified and explained the scope of work for this assignment within this appraisal report.

This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it clearly and accurately sets forth the appraisal in a manner that will not be misleading; contains sufficient information to enable the intended users of the appraisal to understand the report properly; and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for the unauthorized use of this appraisal report.

CLIENT:

City of Pensacola
Planning Services Division
Attention: Ms. Helen Gibson, AICP
Neighborhood Revitalization Coordinator
222 West Main Street
Pensacola, Florida 32502

APPRAISER: Charles C. Sherrill, Jr., MAI
State - Certified General Appraiser #RZ1665
Sherrill Appraisal Company
410 East Government Street
Pensacola, FL 32502

APPRAISAL FILE NUMBER: N216-0369

CLIENT PURCHASE ORDER NO.: Not Provided

PROPERTY LOCATION: 216 North A Street, Pensacola, Escambia County,
Florida 32502

PROPERTY TYPE: Vacant Commercial Land Parcel

REPORTED PROPERTY OWNER: Community Redevelopment Agency of the City of
Pensacola

TAX ACCOUNT NUMBER: 13-1804-000

PARCEL IDENTIFICATION NO.: 00-0S-00-9010-163-083

CURRENT PROPERTY TAX ASSESSMENT: \$7,189; However, the current tax expense of the subject is based upon a reduced assessed value of \$6,814 that results from an annual increase limit that applies to non-homesteaded properties in the State of Florida. There are no unpaid property taxes as the current owner is exempt from real estate taxation based upon its governmental status.

LEGAL DESCRIPTIONS: Legal descriptions of the subject property obtained from the Escambia County Property Appraiser's Office and a deed are presented in the addendum of this appraisal report.

ZONING CLASSIFICATION: R-NC; Residential Neighborhood Commercial

TYPE AND DEFINITION OF VALUE: The purpose of this appraisal is to provide the appraiser's best estimate of the market value of the subject real property as of the effective date. Market value is defined under 12 U.S.C. 1818, 1819 and title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 ("FIRREA") as well as the Office of the Comptroller of the Currency, as "the most probable price which a property should bring in a competitive and open market under all conditions requisite to a

**TYPE AND DEFINITION OF
VALUE (CONTINUED):**

fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus”. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

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

**INTENDED USER OF
APPRAISAL REPORT:**

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

INTENDED USE OF REPORT:

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

OWNERSHIP INTERESTS VALUED:

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

DATE OF PROPERTY INSPECTION:

September 28, 2016

EFFECTIVE DATE OF VALUE:

September 28, 2016

DATE OF APPRAISAL REPORT:

October 10, 2016

FINAL ESTIMATE OF VALUE:

\$13,000 (Subject to the appraisal assumptions and limiting conditions that are presented in the addendum of this appraisal report).

SCOPE OF WORK PERFORMED IN THIS APPRAISAL ASSIGNMENT:

The three traditional approaches to value income-producing properties are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Commercial land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the absence of improvements, the performing of the Cost Approach was not considered to be applicable. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.

In performing this appraisal of the subject property, Charles C. Sherrill, Jr., MAI first identified the problem to be solved. Based upon the property type and intended use of this appraisal, the appraiser determined and performed the scope of work necessary to develop assignment results that were credible, and disclosed this scope of work in the appraisal report. In doing so, the appraiser inspected the subject property, conducted a telephone interview with a representative of the property owner (client), and gathered information from the subject's neighborhood or similar competitive neighborhoods in the local area on comparable land sales. This information was applied in the Sales Comparison Approach to value the subject property as vacant.

This narrative appraisal report is the result of these processes. This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated above. The appraiser is not responsible for unauthorized use of this report.

DESCRIPTION OF REAL ESTATE APPRAISED:

Location Description: Known as the "City of Five Flags," Pensacola is the western-most city in the panhandle of Florida. Pensacola, the county seat, is located in the extreme southern portion of Escambia County. Escambia County encompasses 661 square miles of land and an additional 64,000 acres of waterways. Escambia County has experienced steady growth during its history as it represents the economic center for Northwest Florida. Its location generally bordering the Gulf of Mexico and three bays has resulted in outward growth in certain directions over the years. These growth areas include such neighboring cities/communities as Gulf Breeze, Milton, Pace, and Navarre (in Santa Rosa County), as well as the northern vicinity of Pensacola.

According to recent (2015) statistics from the U. S. Census Bureau, there are 311,003 residents in Escambia County, which ranked 20th in county population in Florida. Escambia County's population increased at a rate of 4.5 percent in the previous 5 years, and this gradual increase is anticipated for the near-term future. Escambia County has a diversified economic base which includes tourism, military (U. S. Navy), and a strong service sector. The area has a current unemployment rate of 4.5 percent, which is within the range that is indicated by the state and national averages (4.4 percent and 4.7 percent, respectively).

The quality of life afforded by the mild climate and abundant recreational activities and rich history and culture is an added feature that attracts new industries to the area. The availability of office and manufacturing facilities and an educated workforce give Escambia County the ideal catalyst for future growth and prosperity. Overall, the area's moderate anticipated population growth, diversified work force, and abundance of recreational activities provide for a relatively stable near-term outlook for this metropolitan area.

Neighborhood Description: The subject property is located in the city limits along the periphery of the Pensacola Downtown Central Business District. This immediate vicinity is comprised of a mixed residential and commercial area. The subject neighborhood boundaries are generally defined as East Cervantes Street on the north, Palafox Street on the east, Pensacola Bay on the south, and North E Street on the west. Land uses in the general area include retail establishments, offices, restaurants, banks, auto service garages, apartments, residences, warehouses, churches, motels, condominiums, lounges, and courthouses. Overall, the neighborhood is convenient to Pensacola Bay, Downtown Pensacola, churches, shopping facilities, schools, medical facilities, recreational facilities, and other major sources of employment. No adverse neighborhood conditions were observed by the appraiser.

Summary of Local Office Market: After a number of years of steady growth in the local office market (as well as other sectors), the health of the market weakened during 2006 to 2011. Demand for office space declined in the local market during that time period due to weakened economic conditions which resulted in an oversupply of inventory. The net result of this market weakness was an increase in vacancy rates, a decline in rental rates and values, an increase in property foreclosures, and extended marketing periods. However, the market began to stabilize in late 2011, and it has gradually increased in the past few years. It is concluded that the local market, as well as the subject property, should continue this slight improvement trend in the foreseeable future. Based upon the location, quality, and other physical characteristics of the subject property, its overall current relative position within the local marketplace is concluded to be favorable.

Property Description: The subject property is located on the east side of North A Street, just south of West Wright Street. The vacant property is situated adjacent to multiple residences. The interior parcel is fairly regular in shape. The site has approximately 27.7 feet of frontage on the east side of North A Street and an average depth of approximately 88 feet. According to the Escambia County Property Appraiser's Office, the property contains 0.06 acre. This equates by calculation to a land area of 2,614 square feet.

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

North A Street is a two-laned roadway in front of the subject. Overall access to the property is concluded to be adequate.

The property is zoned R-NC; Residential/Neighborhood Commercial under the zoning ordinances of the City of Pensacola. Permitted land uses within the subject zoning district include single-family residential, multiple-family residential, offices, retail, restaurants, banks, motels, appliance repair shops, gasoline service stations, and automobile service garages which perform minor repairs. The property has a Future Land Use Classification of MDR; Medium Density Residential.

SALES HISTORY OF SUBJECT PROPERTY:

According to the public records, the subject property was acquired by the current owner prior to 2009. The appraiser is unaware of any sales transactions of the property in the five years preceding the effective date of this valuation. No current listings, options, or agreements of sale of the property were discovered by the appraiser in the course of this analysis. The subject client is considering the possible sale of the property at a yet-undetermined price.

HIGHEST AND BEST USE:

Highest and best use may be defined as "The reasonable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." The first determination (highest and best use of land as though vacant) reflects the fact that the land value is derived from potential land use. The second determination (highest and best use of property as improved) refers to the optimum use that could be made of the property considering the existing structures, when applicable.

Highest and best use as vacant. The legally permissible uses of the subject site include single-family residential, multiple-family residential, offices, retail, restaurants, banks, motels, appliance repair shops, gasoline service stations, and automobile service garages which perform minor repairs. The potential for a zoning change appears to be unlikely. These land uses are generally compatible with other property types in the subject neighborhood.

The subject is comprised of a 0.06-acre land parcel with adequate shape, road frontage, and level topography. It is concluded that there are physical limitations on the non-residential development alternatives of the property as a result of its relatively small size. Based upon the size and physical characteristics, the zoning, the neighborhood and local market conditions, and the location of the subject parcel, a residential use is concluded to be financially feasible. Additionally, the maximally productive and highest and best use of the subject site as vacant is concluded to be a residential use.

APPRAISAL PROCESS:

The three traditional approaches to estimate the value of the income-producing properties are the Cost Approach, the Sales Comparison Approach (formerly called the Market Approach), and the Income Capitalization Approach. All three approaches are based upon the basic principle of substitution, which affirms that a prudent buyer will not pay more for a property than the cost of an equally desirable site plus the cost to construct a similar building (Cost Approach), the cost to acquire a competing property which is equal in desirability and utility (Sales Comparison Approach), or the cost to acquire a substitute income stream of equal quantity, quality, and durability (Income Capitalization Approach).

Based upon the subject property's being comprised of a vacant land parcel, the Cost and Income Capitalization Approaches were not considered to be appropriate for this valuation. Accordingly, the appraiser did not perform these two particular approaches to value the subject property. The subject property is a vacant commercial land parcel with no structures or long-term leases in place. Buyers of this type of property in the local market typically rely most heavily on the Sales Comparison Approach in making buying decisions. Additionally, recent sales activity of similar type properties in the local market is considered to be sufficient to produce credible results. Lastly, this appraisal process is concluded to be adequate based upon the intended use of this appraisal. Accordingly, the appraiser has determined that the performing of the Sales Comparison Approach in this appraisal process is sufficient to achieve credible assignment results based primarily upon the intended use of this appraisal. The appraiser has clearly identified and explained the scope of work for this assignment within this appraisal report

SUMMARY OF LAND VALUATION ANALYSIS:

A summary of the data pertaining to vacant land sales and offerings considered to be similar to the subject is presented below. Summary information pertaining to each of these comparables, aerial photographs and site plans, and a location map are presented at the conclusion of this appraisal report.

<u>COMP. NO.</u>	<u>RECORD NO.</u>	<u>LOCATION</u>	<u>DATE OF SALE</u>	<u>SALE PRICE</u>	<u>SQ. FT.</u>	<u>PRICE/SQ. FT.</u>
1	498241	1003 North A Street	06/10/16	\$20,500	5,563	\$3.69
2	470563	511 West Chase Street	02/05/15	\$18,000	3,920	\$4.59
3	497455	600 West Jackson Street (Current Offering)	09/28/16	\$12,000	2,614	\$4.59
4	494255	508 North A Street	06/23/16	\$19,000	3,049	\$6.23

The above land sales represent properties considered generally comparable to the subject. These parcels range in size from 2,614 to 5,563 square feet, which is generally larger than the size of the subject. All are suitable for a residential type of use, and all but one are zoned R-NC like that of the subject. Each is located in the immediate subject neighborhood within 8 blocks of the subject. These comparables range in price from \$12,000 to \$20,500, which equates to a broad unit price of \$3.69 to \$6.23 per square foot.

In this analysis, price adjustments were considered for such dissimilarities as property rights conveyed, atypical financing, conditions of the sale, market conditions (time), location, land size, shape, access/road frontage, topography, utilities availability, and zoning. Based upon the particular comparables included in this valuation analysis, no price adjustments were considered necessary for property rights conveyed, atypical financing, conditions of sale, topography, or utilities availability.

However, when compared to the subject, small upward unit price adjustments were considered to be necessary to each of the sales to account for the slightly improved local market conditions that have occurred since these sales were transacted. Upward unit price adjustments were concluded to be appropriate to Comparable Nos. 1 and 3 for locational differences. The largest of these adjustments was made to Comparable No. 1 based upon its location north of West Cervantes Street. The unit prices of Comparable Nos. 1 and 2 were adjusted slightly upward to account for their larger land size when compared to the subject. A small downward unit price adjustment was considered necessary to Comparable No. 1 to reflect its superior shape/width, relative to the subject. The unit price of Comparable No. 4 was adjusted downward to reflect its superior access (with frontage on two roads). Lastly, the unit price of Comparable No. 1 was adjusted upward based upon its inferior R-1A zoning classification when compared to the subject property.

After the above adjustments were made to the unit prices of the comparables, the indicated value range for the subject is \$4.65 to \$5.66 per square foot. In placing least weight on Comparable No. 1, which is the sale that resulted in the most and greatest price adjustments, a unit value towards the middle of the above range is concluded to be appropriate for the subject. Therefore, a value of \$5.00 per square foot is estimated for this valuation. This concluded unit value represents the middle and is well-bracketed by the unadjusted unit price range of the comparables, which are considered to be reasonable based upon property characteristics and current market conditions.

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

$$\begin{array}{rcccccc} 2,614 \text{ SQ. FT.} & & \times & & \$5.00/\text{SQ. FT.} & & = & & \$13,070 \\ & & & & \text{ROUNDED:} & & & & \underline{\underline{\$13,000}} \end{array}$$

The above total land value estimate is within the total sales price range of \$12,000 to \$20,500 that is indicated by the above comparables. Although this represents the lower end of the indicated range, it is concluded to be reasonable based primarily upon the generally larger size of the comparables, relative to the subject property.

c16-0369L

SUMMARY OF LAND SALES ADJUSTMENTS
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	Comp. No. 1	Comp. No. 2	Comp. No. 3	Comp. No. 4
Index Number	498241	470563	497455	494255
Total Sales Price	\$20,500	\$18,000	\$12,000	\$19,000
Square Feet	5,563	3,920	2,614	3,049
Price Per Square Foot	\$3.69	\$4.59	\$4.59	\$6.23
<u>Price Adjustments</u>				
Property Rights Conveyed	0%	0%	0%	0%
Adjusted Unit Price	\$3.69	\$4.59	\$4.59	\$6.23
Atypical Financing Terms	0%	0%	0%	0%
Adjusted Unit Price	\$3.69	\$4.59	\$4.59	\$6.23
Conditions of Sale	0%	0%	0%	0%
Adjusted Unit Price	\$3.69	\$4.59	\$4.59	\$6.23
Market Conditions (Time)	1%	5%	0%	1%
Adjusted Unit Price	\$3.72	\$4.82	\$4.59	\$6.29
<u>Adjustments- Physical Characteristics</u>				
Location	15%	--	10%	--
Size of Site	5%	5%	--	--
Shape of Site	-5%	--	--	--
Access/Road Frontage	--	--	--	-10%
Topography	--	--	--	--
Utilities Availability	--	--	--	--
Zoning	10%	--	--	--
Other Features	--	--	--	--
Cumulative Adjustments	25%	5%	10%	-10%
Adjusted Price Per Square Foot	\$4.65	\$5.06	\$5.05	\$5.66
			(Listing)	

RECONCILIATION AND VALUE CONCLUSION:

For this valuation of the subject vacant land parcel, only the Sales Comparison Approach was performed. In doing so, the market value of the fee simple title in the subject property as of September 28, 2016, based upon the appraisal assumptions and limiting conditions that are presented on the following pages, is estimated to be \$13,000. **As mentioned, this appraisal was prepared for the exclusive use of City of Pensacola, Planning Services Division.**

Exposure time is defined by USPAP as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. It is a retrospective opinion based on an analysis of past events assuming a competitive and open market. The previously-presented comparable sales were on the market between 50 to 291 days (1.7 to 9.7 months) before being sold. Based upon the subject's property type, overall characteristics, and concluded marketability, its estimated exposure time is concluded to have been approximately 6 to 9 months. Similarly, the estimated marketing time (i.e., the amount of time it would probably take to sell the subject property if it were exposed in the market, beginning on the date of this valuation) is projected to be approximately 6 to 9 months.

Attached are assumptions and limiting conditions of this appraisal, the certification of the appraiser, a copy of the appraiser's state certification, subject photographs, location maps, a legal description, a deed of the subject property, a plot plan, a site plan, an aerial photograph, a flood zone map, zoning maps, comparable land sales summary sheets, site plans and aerial photographs, a comparable land sales location map, and the appraiser's professional qualifications.

ASSUMPTIONS AND LIMITING CONDITIONS:

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

1. The three traditional approaches to value income-producing properties are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Commercial land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the absence of improvements, the performing of the Cost Approach was not considered to be applicable. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.
2. This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it clearly and accurately sets forth the appraisal in a manner that will not be misleading; contains sufficient information to enable the intended users of the appraisal to understand the report properly; and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for the unauthorized use of this appraisal report.
3. The client is the party who engages an appraiser (by employment or contract) in a specific assignment. A party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identifies them at the time of the assignment. The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
4. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report. The property is appraised as though free and clear of any or all liens and encumbrances unless otherwise stated in this report. Responsible ownership and competent property management are assumed unless otherwise stated in this report. Typical mortgage loan encumbrances and utility easements are assumed to exist.
5. If the property is improved, it is assumed that the structural and mechanical components of the building are in good condition and operating properly, unless reported otherwise.

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

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

24. This valuation is contingent upon there being no contamination of the soil due to any source, including but not limited to underground tanks, if any.
25. This valuation is contingent upon a survey, legal description, and land area calculation being prepared by a qualified and properly licensed engineer to indicate the subject property to be basically the same as described in this appraisal report.

EXTRAORDINARY APPRAISAL ASSUMPTIONS:

There are no extraordinary assumptions of this appraisal.

HYPOTHETICAL CONDITIONS OF THE APPRAISAL:

There are no hypothetical conditions of this appraisal.

CERTIFICATION OF THE APPRAISER

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

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

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

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

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

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

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER

RZ1665

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2016



SHERRILL, CHARLES C JR PA
410 E GOVERNMENT ST
PENSACOLA FL 32502

ISSUED: 08/20/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1408200003373

PHOTOGRAPHS OF SUBJECT PROPERTY



Front View of Subject Property

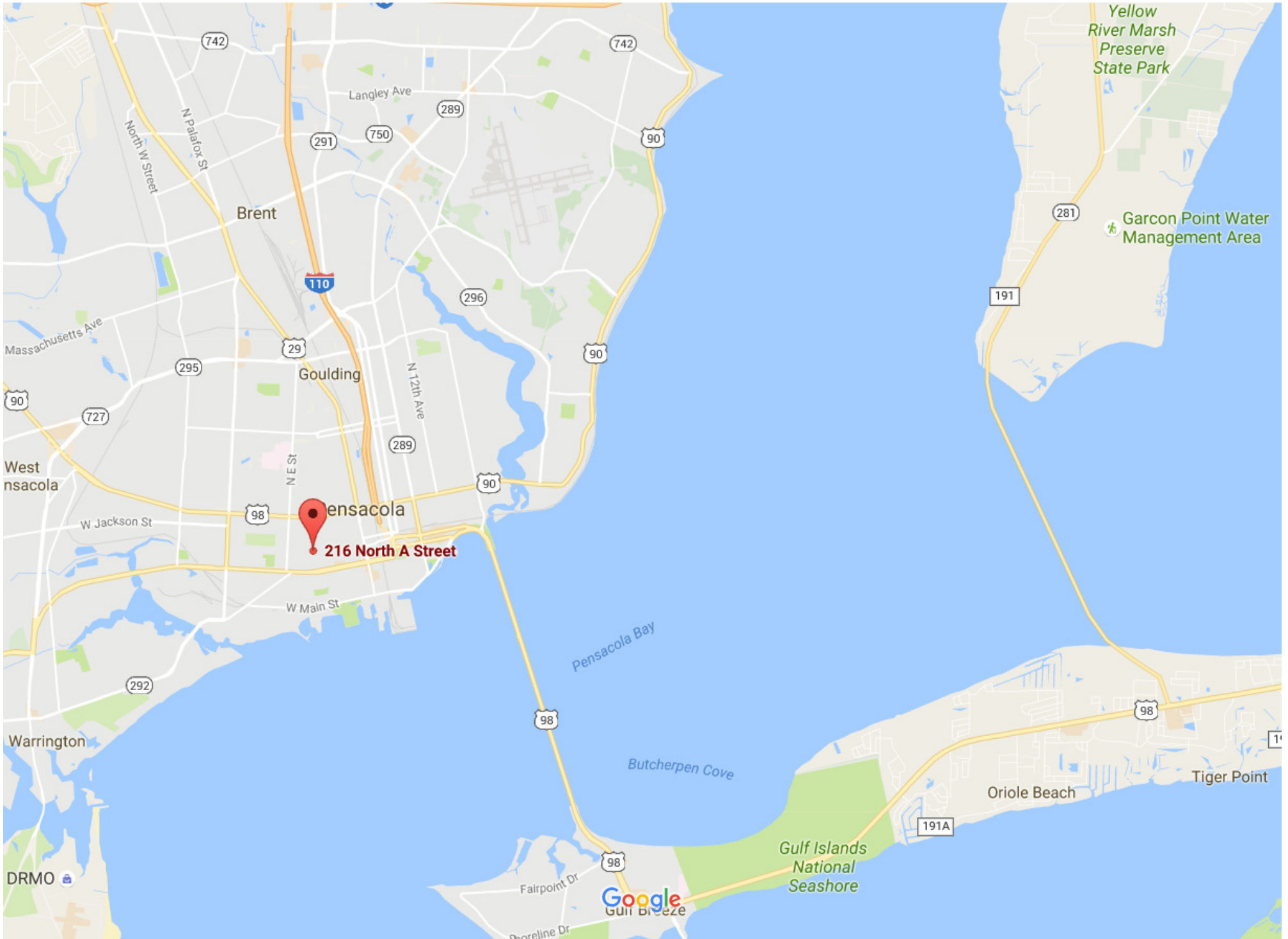


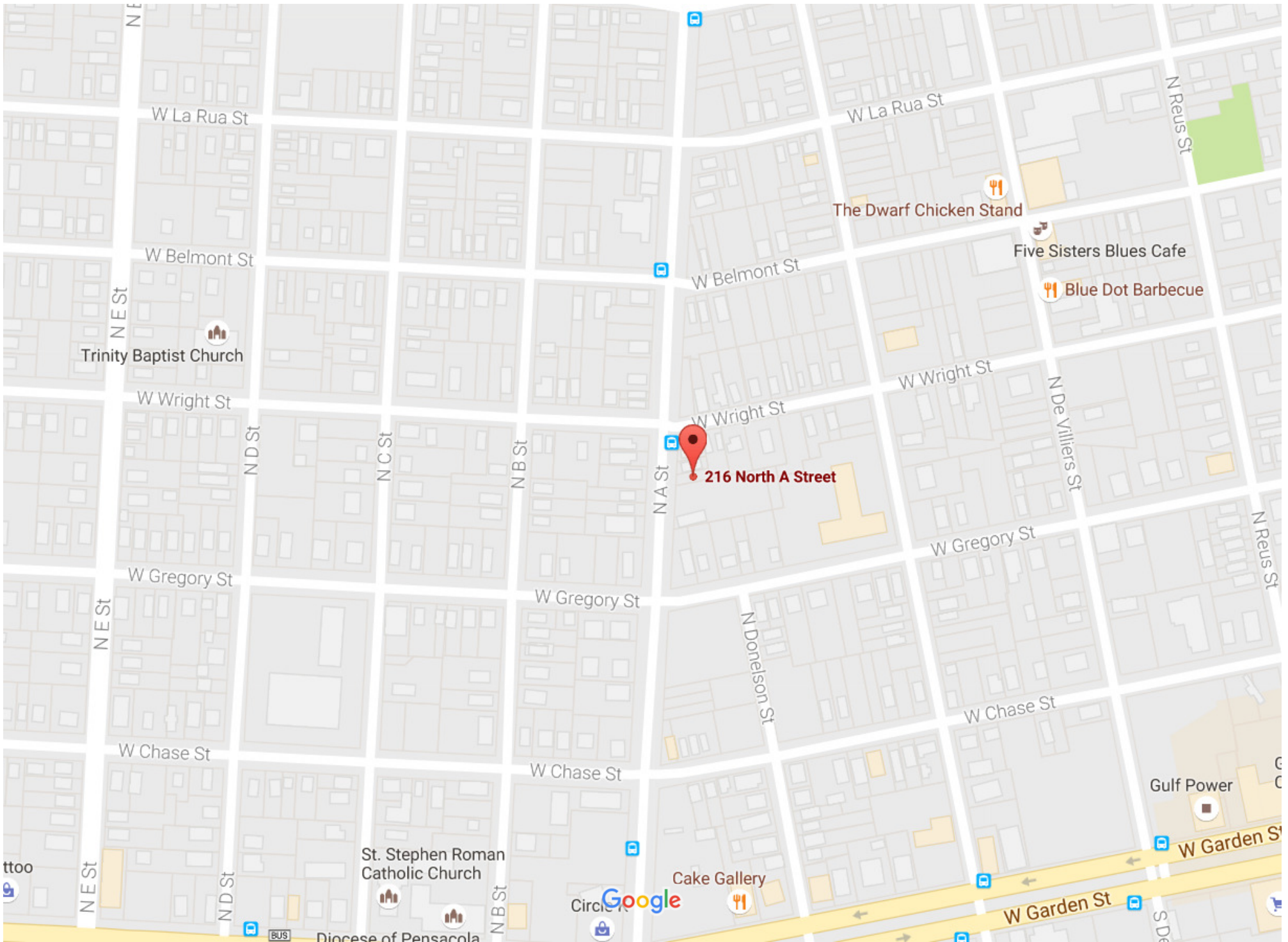
View of Interior of Subject Parcel

PHOTOGRAPHS OF SUBJECT PROPERTY



Subject Street Scene From North A Street





Trinity Baptist Church

The Dwarf Chicken Stand

Five Sisters Blues Cafe

Blue Dot Barbecue

216 North A Street

Gulf Power

St. Stephen Roman Catholic Church

Cake Gallery

Google

Circle K

Diocese of Pensacola

ttoo

<p>General Information</p> <p>Reference: 000S009010163083</p> <p>Account: 131804000</p> <p>Owners: COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA</p> <p>Mail: PO BOX 12910 PENSACOLA, FL 32521</p> <p>Situs: 216 N A ST 32502</p> <p>Use Code: VACANT RESIDENTIAL</p> <p>Taxing Authority: PENSACOLA CITY LIMITS</p> <p>Tax Inquiry: Open Tax Inquiry Window</p> <p>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</p>	<p>Assessments</p> <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2016</td> <td>\$7,189</td> <td>\$0</td> <td>\$7,189</td> <td>\$6,814</td> </tr> <tr> <td>2015</td> <td>\$6,195</td> <td>\$0</td> <td>\$6,195</td> <td>\$6,195</td> </tr> <tr> <td>2014</td> <td>\$6,195</td> <td>\$0</td> <td>\$6,195</td> <td>\$6,195</td> </tr> </tbody> </table> <p style="text-align: center;">Disclaimer</p> <hr/> <p style="text-align: center;">Amendment 1/Portability Calculations</p>	Year	Land	Imprv	Total	Cap Val	2016	\$7,189	\$0	\$7,189	\$6,814	2015	\$6,195	\$0	\$6,195	\$6,195	2014	\$6,195	\$0	\$6,195	\$6,195
Year	Land	Imprv	Total	Cap Val																	
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2015	\$6,195	\$0	\$6,195	\$6,195																	
2014	\$6,195	\$0	\$6,195	\$6,195																	

<p>Sales Data</p> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>02/13/2008</td> <td>6288</td> <td>1439</td> <td>\$100</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>07/2003</td> <td>5191</td> <td>706</td> <td>\$100</td> <td>TD</td> <td>View Instr</td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	02/13/2008	6288	1439	\$100	WD	View Instr	07/2003	5191	706	\$100	TD	View Instr	<p>2016 Certified Roll Exemptions</p> <p>MUNICIPAL OWNED</p> <hr/> <p>Legal Description</p> <p>S 27 7/10 FT OF S 90 FT OF LTS 16 17 AND OF W 8 FT 4 IN OF LT 15 MAXENT TRACT BEL NO BLK 83 BELMONT TRACT OR 6288...</p> <hr/> <p>Extra Features</p> <p>None</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)														
02/13/2008	6288	1439	\$100	WD	View Instr														
07/2003	5191	706	\$100	TD	View Instr														

Parcel Information

Section Map Id:
[CA095](#)

Approx. Acreage:
0.0600

Zoned:
R-NC

Evacuation & Flood Information
[Open Report](#)

The map displays a parcel boundary outlined in red. A large blue number '27.7' is oriented vertically within the parcel, and a blue number '8' is visible at the top right corner. The map includes a zoom control with '+' and '-' buttons on the left side.

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

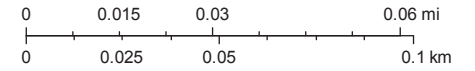
Chris Jones Escambia County Property Appraiser



September 27, 2016

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Easement
- Property Line

1:1,299



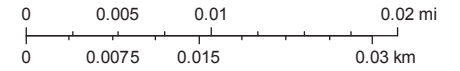
Chris Jones Escambia County Property Appraiser



September 27, 2016

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Easement
- Property Line

1:435



Escambia County Property Appraiser
000S009010163083 - Full Legal Description

S 27 7/10 FT OF S 90 FT OF LTS 16 17 AND OF W 8 FT 4 IN OF LT 15 MAXENT TRACT BEL NO BLK 83
BELMONT TRACT OR 6288 P 1439 CA 95

This document was prepared by:
Stephen G. West, Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

DEED

THIS DEED is made this 13th day of February, 2008, by Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantor), and the Community Redevelopment Agency of the City of Pensacola, a public body, corporate and politic, of the State of Florida, whose address is 180 Governmental Center, Pensacola, Florida 32502 (Grantee).


WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, conveys to Grantee and Grantee's heirs, executors, administrators, successors and assigns forever, land in Escambia County, Florida described in the attached Exhibit A (Property).

THIS CONVEYANCE IS SUBJECT TO taxes and assessments for the year 2008 and subsequent years; outstanding and unpaid taxes and assessments, if any, from previous years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR RESERVES an undivided 3/4 interest in, and title in and to an undivided 3/4 interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided 1/2 interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop the same.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS


D. M. "Mike" Whitehead, Chairman

Date Executed

2-13-2008

Date BCC Approved

1-10-2008

Not Agenda Backup
Orbis 2/13/2008



WITNESSED: Ernie Lee Magaha
Clerk of the Circuit Court



Deputy Clerk

Exhibit A

That certain property described in the Special Warranty Deed recorded in Official Record Book 3857 at page 779 of the public records of Escambia County, more particularly described as:

Commence at the southwest corner of Block 26, Old City Tract, City of Pensacola as copyrighted by Thomas C. Watson in 1906; thence proceed N 89° 02' 20" East along the South line of said Block 26, a distance of 10.00 feet to the point of beginning, said point being the intersection of the north right of way (R/W) line of Intendencia Street (R/W varies) and the East R/W line of Baylen Street (R/W varies); thence proceed North 00° 08' 28" East along said East R/W line of Baylen Street a distance of 119.10 feet; thence depart said line, proceed North 89° 11' 00" East a distance of 66.55 feet; thence proceed North 00° 02' 03" West a distance of 53.84 feet; thence proceed North 89° 23' 23" East a distance of 60.08 feet; thence proceed South 00° 06' 23" East a distance of 172.39 feet to the aforementioned North R/W line of Intendencia Street; thence proceed South 89° 02' 20" West along said North R/W line a distance of 127.22 feet to the Point of Beginning. Lying and being part of Section 46, Township 2 South, Range 30 West, Escambia County, Florida.

That certain property described in the Warranty Deed recorded in Official Record Book 4581 at page 1350 of the public records of Escambia County, and more particularly described as:

Lot 121 and the West 29 feet of Lot 120 and the West 60 feet of Lot 134, Block 14, Old City Tract, according to the Map of the City of Pensacola, copyrighted by Thos. C. Watson in 1906.

That certain property described in the Tax Deed recorded in Official Record Book 5191 at page 706 of the public records of Escambia County, and more particularly described as:

S 27 7/10 FT OF S 90 FT OF LTS 16 17 AND OF W 8 FT 4 IN OF LT 15 MAXENT TRACT BEL NO BLK 83 BELMONT TRACT CA 95 SECTION 00, TOWNSHIP 0 SOUTH, RANGE 00 WEST, REFERENCE NUMBER 000S009010163083, TAX ACCOUNT NUMBER 131804000

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
13-1804-000		SEE BELOW	16	000S00-9010-163-083

2015 Property Taxes

COMMUNITY REDEVELOPMENT
 AGENCY OF THE CITY OF PENSACOLA
 PO BOX 12910
 PENSACOLA, FL 32521

216 N A ST
 S 27 7/10 FT OF S 90 FT OF LTS 16 17 AND OF
 W 8 FT 4 IN OF LT 15 MAXENT TRACT BE
 See Additional Legal on Tax Roll

OFFICE
 (850) 438-6500
 Ext. 3252

PAY DELINQUENT TAXES BY CASH, CASHIER'S CHECK OR MONEY ORDER

AD VALOREM TAXES						
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED	
COUNTY	6.6165	6,195	6,195	0	0.00	
PUBLIC SCHOOLS						
BY LOCAL BOARD	2.1140	6,195	6,195	0	0.00	
BY STATE LAW	4.9990	6,195	6,195	0	0.00	
PENSACOLA	4.2895	6,195	6,195	0	0.00	
WATER MANAGEMENT	0.0378	6,195	6,195	0	0.00	
M.S.T.U. LIBRARY	0.3590	6,195	6,195	0	0.00	
TOTAL MILLAGE		18.4158		AD VALOREM TAXES	\$0.00	

KEEP

RETAIN THIS
 PORTION
 FOR
 YOUR
 RECORDS

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
		\$0.00
NON-AD VALOREM ASSESSMENTS		\$0.00

PLEASE
 PAY ONE
 AMOUNT
 SHOWN IN
 YELLOW
 SHADED
 AREA

COMBINED TAXES AND ASSESSMENTS	\$0.00	PAY ONE AMOUNT	See reverse side for important information
---------------------------------------	--------	-----------------------	--

If Received By Please Pay	Sep 30, 2016 \$0.00				
-------------------------------------	-------------------------------	--	--	--	--

AMOUNT
 DUE
 IF PAID
 BY

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
13-1804-000		SEE ABOVE	16	000S00-9010-163-083

2015 Property Taxes

COMMUNITY REDEVELOPMENT
 AGENCY OF THE CITY OF PENSACOLA
 PO BOX 12910
 PENSACOLA, FL 32521

216 N A ST
 S 27 7/10 FT OF S 90 FT OF LTS 16 17 AND OF
 W 8 FT 4 IN OF LT 15 MAXENT TRACT BE
 See Additional Legal on Tax Roll

CURRENT
 YEAR
 TAXES
 BECOME
 DELINQUENT
 APRIL 1

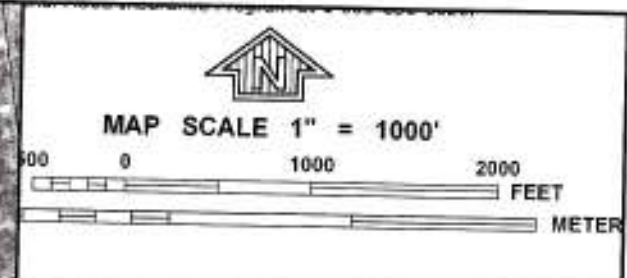
PAY DELINQUENT TAXES BY CASH, CASHIER'S CHECK OR MONEY ORDER

PAY IN U.S. FUNDS TO ESCAMBIA COUNTY TAX COLLECTOR • P.O. BOX 1312 • PENSACOLA, FL 32591-1312 (850) 438-6500 Ext. 3252

If Received By Please Pay	Sep 30, 2016 \$0.00				
-------------------------------------	-------------------------------	--	--	--	--

RETURN WITH
 PAYMENT

DO NOT FOLD, STAPLE, OR MUTILATE



NFIP
NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0390G

FIRM
FLOOD INSURANCE RATE MAP

ESCAMBIA COUNTY, FLORIDA
AND INCORPORATED AREAS

PANEL 390 OF 606

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS

COMMUNITY	NUMBER	PANEL	SHEET
ESCAMBIA COUNTY	120390	0390	0
PENSACOLA, CITY OF	120392	0390	0

Notes to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

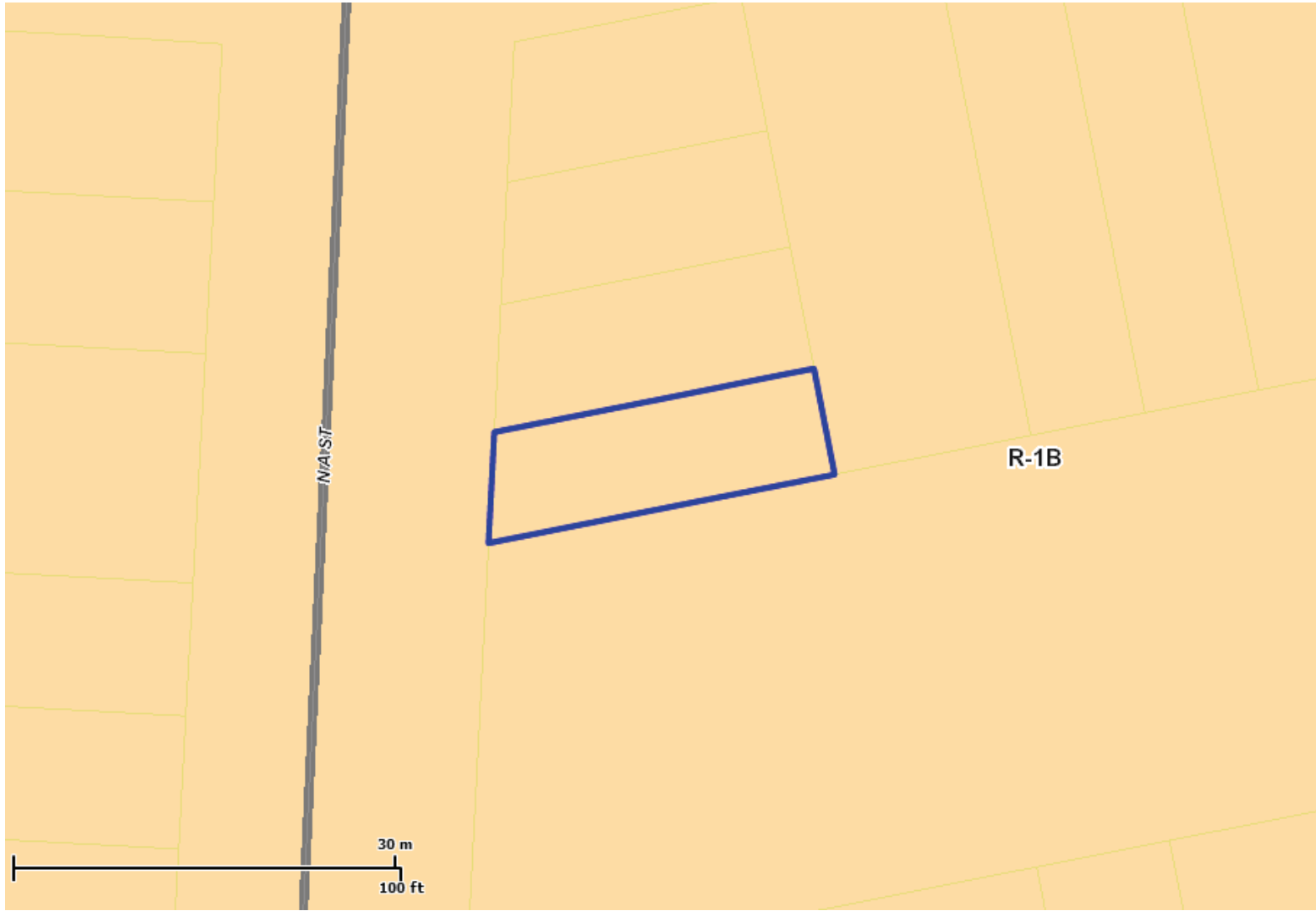


MAP NUMBER
12033C0390G

MAP REVISED
SEPTEMBER 29, 2006

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov



Disclaimer: 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.



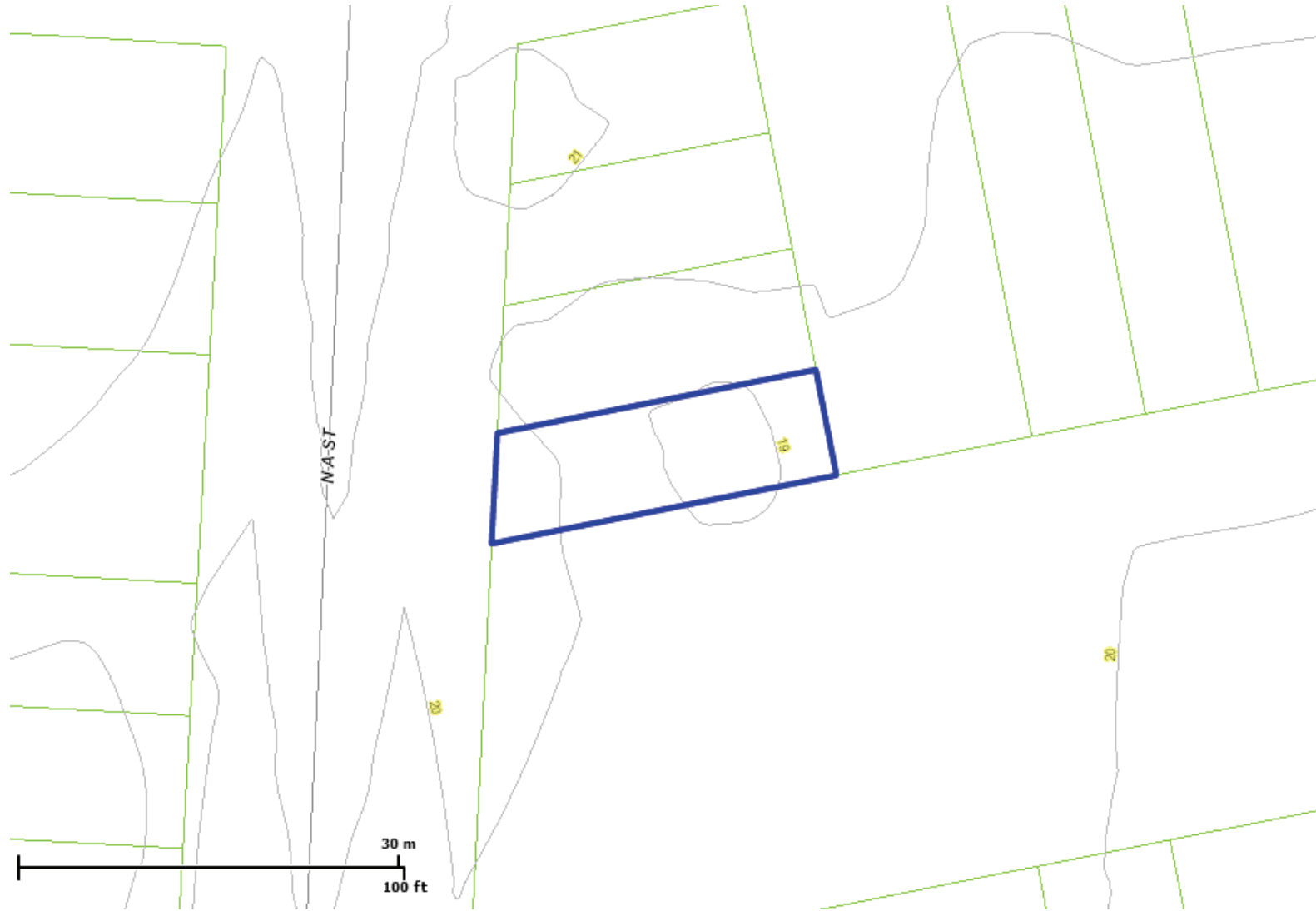
ZONING



Disclaimer: 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.



FUTURE LAND USE



Disclaimer: 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.



CONTOURS

COMPARABLE #1

LAND **Agent Full - For Agent's Only. Do Not Distribute to Clients.**
MLS # 498241 **Prop Type:** RESIDENTIAL LOTS **List Price:** \$25,000
Status: Sold **Last Change:** 6/13/2016 **List Date:** 4/16/2016
Address: 1003 N A ST **Lot Size:** 44.5x125
 PENSACOLA FL 32501 **Acreage:** 0.127700
County: ESCAMBIA **Acre Price:** \$160,532...
Subdivision: WEST KING TRACT **Approx Sqft:**



Parcel # 000S00-9060-020-008 **Client Hit Ct:** 11 **Water Frontage:**
Elem: GLOBAL LEA **Middle:** WORKMAN **NumLots:** **Road Front Feet:**
Dir: From Cervantes to North on A Street. Lot is right after the church on the left

Legal: S 14 FT OF LT 20 ALL LT 21 BLK 8 WEST KING TRACT OR 7447 P 73 CA 106

Virtual To... **Media:**

Property Description

Just blocks from downtown, ready to be built on. Perfect piece of property for a downtown Cottage. This lot has been cleared and sits next to a row of North Hill Cottages. Perfect opportunity to buy a piece of "downtown" before its gone. Call today!!!

Agent Notes Call or text listing agent for info

TYPE USE	RESIDENTIAL	WATERFRONT	NO WATERFRONT
LOT LOCATION	INTERIOR	WATER VIEW	NONE
ACCESS/SURFACE	CITY STREET, PAVED	WATER	PUBLIC WATER
TOPOGRAPHY	HIGH/DRY, LEVEL	SEWER	PUBLIC SEWER
IMPROVEMENTS	CLEARED	OTHER UTILITIES	ELECTRICITY
		WATERFRONT FEATURE	NONE
		ZONING	CITY, RES SINGLE

County Zoning:		Assignment of Interest:	
SPECIAL SALE TYPE: N/A		Seller Terms:	
Land Lease per Year:	Mtg Amt Offered:	Interest Rate:	
1st Mort Amount:	1st Mtg Mo Pymt:	1st Mtg Incl:	Equity:
FEES INCLUDE:			
Contingency Reason:		ACCEPT FINANCING: CASH, CONVENTIONAL	

LstOff: Levin Rinke Realty - OFC: 850-916-5050	BuyAgt: 2%	List Type: EXCLUSIVE RIGHT OF SALE	LtdServ: N
LstAgt: Amanda Hurd - CELL: 850-375-3570	TrnsBrk: 2%	Agency Relationship: TRANSACTION BROKER	Sellers Ph:
LstAgt Email: amandahurdrealtor@yahoo.com	NonRep: 0%	Sellers: in file	
Co-Off:	Dual/Var?: Y	SHOWING: CALL AGENT	
Co-Agt:	Bonus Amt:	Bonus Exp Date:	
	Bonus Terms:		

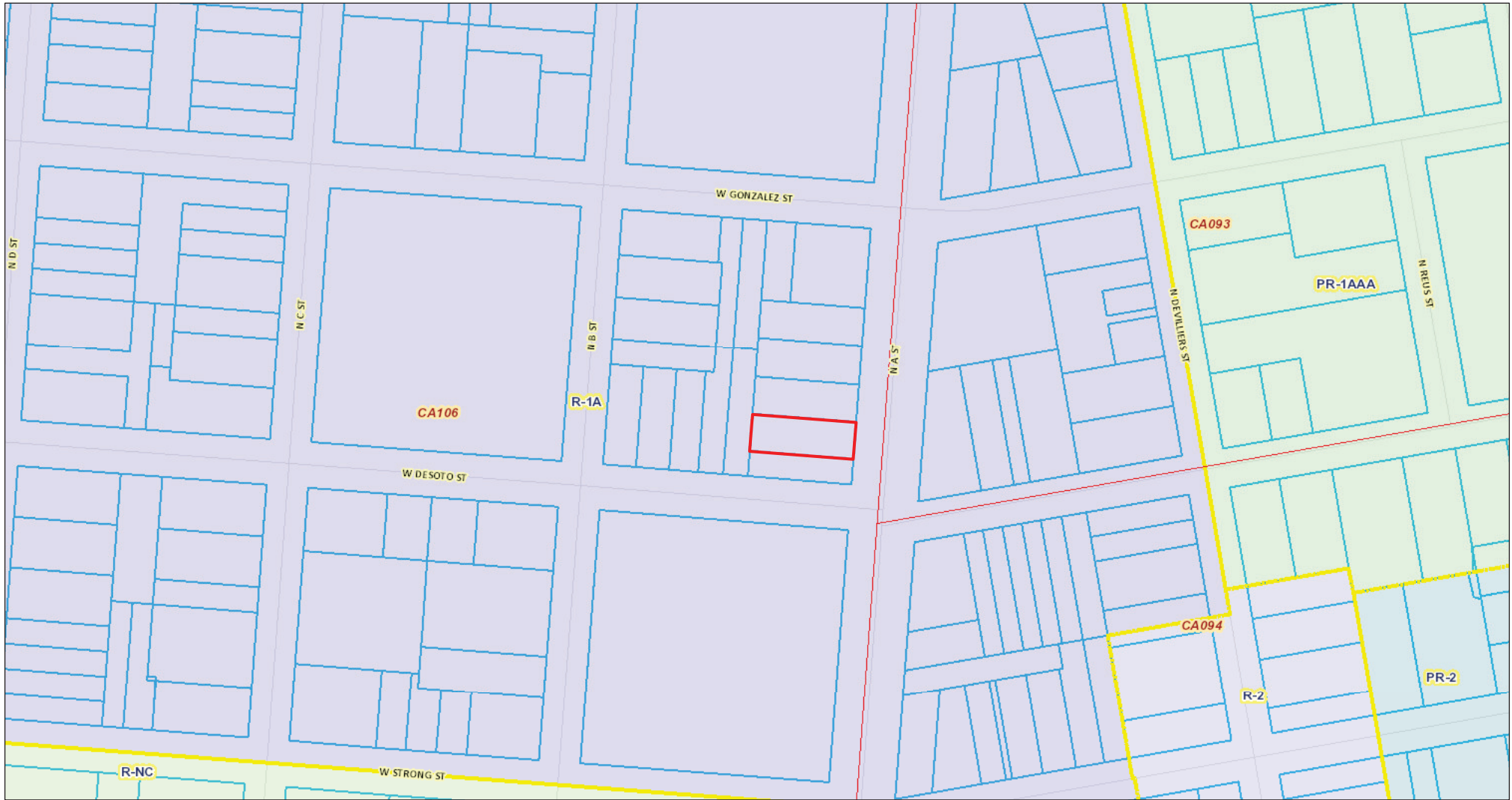
Sold Price: \$20,500	DOM/CDOM: 0 / 0	Buyer Name: DIVINITY BUILDERS GROUP
Closed Date: 6/10/2016	DUC:	Mortgage Type: CASH
Contract Date: 4/16/2016	Contingency Reason:	
Sale Factors:		

SellingOff: KELLER WILLIAMS REALTY GULF COAST - OFC: 850-471-5... **SellAgt:** JAMES GILBERT - CELL: 850-607-5531
CoSellOff: **CoSellAgt:**

-- Information deemed reliable but not guaranteed -- Copyright: 2015 by the Pensacola Association of Realtors, inc.

Prepared by: CHARLES SHERRILL **Confidential: Agent Only. Do not Distribute to Client.** **10/05/2016 04:08 PM**

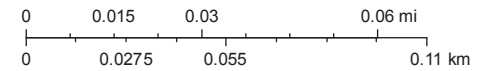
Chris Jones Escambia County Property Appraiser



October 5, 2016

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Easement
- Property Line

1:1,379



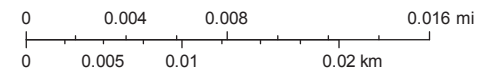
Chris Jones Escambia County Property Appraiser



October 5, 2016

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Easement
- Property Line

1:321



LAND **Agent Full - For Agent's Only. Do Not Distribute to Clients.**
MLS # 470563 **Prop Type:** RESIDENTIAL LOTS **List Price:** \$18,000
Status: Sold **Last Change:** 2/6/2015 **List Date:** 10/7/2014
Address: 511 W CHASE ST **Lot Size:** 37 X 110
 PENSACOLA FL 32502 **Acreage:** 0.090000
County: ESCAMBIA **Acre Price:** \$200,000....
Subdivision: NONE **Approx Sqft:**
Client Hit Ct: 8 **Water Frontage:**
Parcel # 000S00-9080-190-010 **NumLots:** **Road Front Feet:**
Elem: GLOBAL LEA **Middle:** WORKMAN **High:** PENSACOLA **Front Foot Price**
Dir: WEST ON GARDEN ST TO NORTH ON DEVILLERS TO WEST (LEFT) ON CHASE ST



Legal: BEG 120 FT W OF NE COR OF BLK S 110 FT W 37 FT N 110 FT E 37 FT TO BEG BLK 10 OR 1976 P 540 MAXENT TRACT CA 96

Virtual To... **Media:**

Property Description
 Vacant land. Close to downtown. Price to sell!

Agent Notes Vacant land. Close to downtown. Price to sell! Please check with city for permitting and or building requirements.

LOT LOCATION INTERIOR **WATER** PUBLIC WATER
ACCESS/SURFACE CITY STREET **SEWER** SEWER AVAILABLE
IMPROVEMENTS CLEARED

County Zoning: **Assignment of Interest:**
SPECIAL SALE TYPE: AS IS, COURT APPROVAL REQUIRED **Seller Terms:**
Land Lease per Year: **Mtg Amt Offered:** **Interest Rate:**
1st Mort Amount: **1st Mtg Mo Pymt:** **1st Mtg Incl:** **Equity:**
FEES INCLUDE:
Contingency Reason: **ACCEPT FINANCING:** CASH, CONVENTIONAL

LstOff: ERIC GLEATON REALTY, INC - OFC: 850-477-5908 **BuyAgt:** 2.5% **List Type:** EXCLUSIVE RIGHT OF SALE **LtdServ:** N
LstAgt: ERIC L GLEATON - HOME: 850-477-5908 **TrnsBrk:** 2.5% **Agency Relationship:** TRANSACTION BROKER **Sellers Ph:**
LstAgt Email: ericgleaton@ericgleaton.com **NonRep:** 0% **Sellers:** In File
Co-Off: ERIC GLEATON REALTY, INC - OFC: 850-477-5908 **Dual/Var?:** N **SHOWING:** SEE AGENT NOTES, VACANT
Co-Agt: BRIAN KELLEY - CELL: 850-380-1292 **Bonus Amt:** **Bonus Exp Date:**
Bonus Terms:

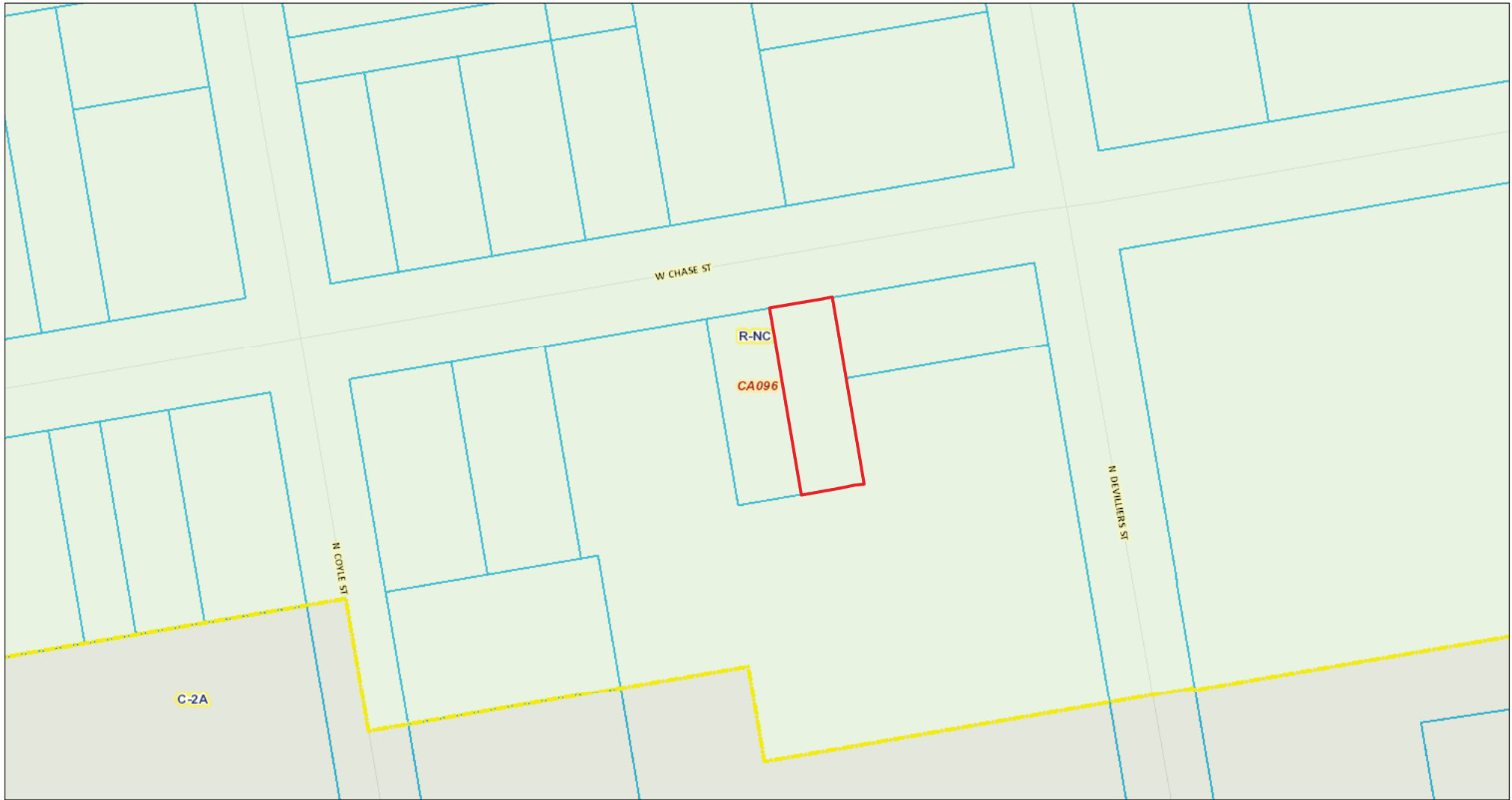
Sold Price: \$18,000 **DOM/CDOM:** 50 / 50 **Buyer Name:** We Are Having Fun, LLC
Closed Date: 2/5/2015 **DUC:** **Mortgage Type:** CASH
Contract Date: 11/26/2014 **Contingency Reason:**
Sale Factors:

SellingOff: ERIC GLEATON REALTY, INC - OFC: 850-477-5908 **SellAgt:** ERIC L GLEATON - HOME: 850-477-5908
CoSellOff: **CoSellAgt:**

-- Information deemed reliable but not guaranteed -- Copyright: 2015 by the Pensacola Association of Realtors, inc.

Prepared by: CHARLES SHERRILL **Confidential: Agent Only. Do not Distribute to Client.** **10/05/2016 04:13 PM**

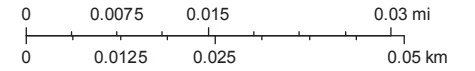
Chris Jones Escambia County Property Appraiser



October 5, 2016

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Easement
- Property Line

1:665



Chris Jones Escambia County Property Appraiser



Agent Full - For Agent's Only. Do Not Distribute to Clients.

LAND
MLS # 497455 **Prop Type:** RESIDENTIAL LOTS **List Price:** \$12,000
Status: Active **Last Change:** 7/9/2016 **List Date:** 12/11/2015
Address: 600 W JACKSON ST **Lot Size:** 27x104
 PENSACOLA FL 32501 **Acreage:** 0.060000
County: ESCAMBIA **Acre Price:** \$200,000....
Subdivision: NONE **Approx Sqft:**
Client Hit Ct: 29 **Water Frontage:**
Parcel # 000S00-9011-008-075 **NumLots:** **Road Front Feet:**
Elem: GLOBAL LEA **Middle:** WORKMAN **High:** PENSACOLA **Front Foot Price**
Dir: Start out by going west on Cervantes Street toward N. Palafox. Turn left onto N. Coyle St. Take second right onto W Jackson St. Lot is on the corner of Coyle and Jackson.
Legal: LT 8 BEL NO BLK 75 RE S/D OF BLK 75 WEST KING PB 2 P 38 OR 623 P 97 OR 6911 P 437 CA 94



Virtual To... **Media:**

Property Description

Great residential lot in up and coming area of downtown. Owner will consider a package deal including-this lot & MLS 493475

Agent Notes Owner will consider a package deal including-this lot, MLS 491571 & MLS 493475

LOT LOCATION CORNER
ACCESS/SURFACE CITY STREET, PAVED

WATER PUBLIC WATER
SEWER PUBLIC SEWER
ZONING RES SINGLE

County Zoning:
SPECIAL SALE TYPE: N/A
Land Lease per Year:
1st Mort Amount:
FEES INCLUDE:
Contingency Reason:

Mtg Amt Offered:
1st Mtg Mo Pymt:

Interest Rate:
1st Mtg Incl:

Assignment of Interest:
Seller Terms:
Equity:

ACCEPT FINANCING:

LstOff: KELLER WILLIAMS REALTY GULF COAST - OFC: 850-916-5800
LstAgt: HEATHER SHEARER - CELL: 850-390-5857
LstAgt Email: ha.shearer@yahoo.com
Co-Off:
Co-Agt:

BuyAgt: 2.5%
TrnsBrk: 2.5%
NonRep: 2.5%
Dual/Var?: N
Bonus Amt:
Bonus Terms:

List Type: EXCLUSIVE RIGHT OF SALE
Agency Relationship: SINGLE AGENT
Sellers: Faklis, George
SHOWING: VACANT
Bonus Exp Date:

LtdServ: N
Sellers Ph:

Sold Price:
Closed Date:
Contract Date:
Sale Factors:

DOM/CDOM: 291 / 291
DUC:
Contingency Reason:

Buyer Name:
Mortgage Type:

SellingOff:
CoSellOff:

SellAgt:
CoSellAgt:

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Prepared by: CHARLES SHERRILL

Confidential: Agent Only. Do not Distribute to Client.

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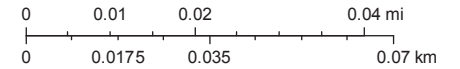
Chris Jones Escambia County Property Appraiser



October 5, 2016

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Easement
- Property Line

1:958

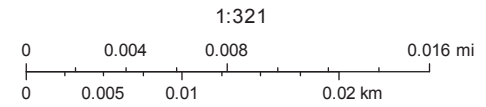


Chris Jones Escambia County Property Appraiser



October 5, 2016

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
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- Property Line

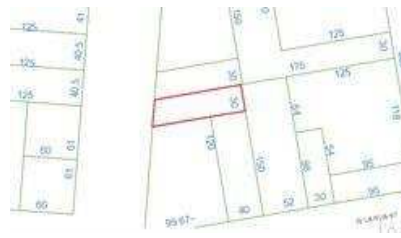


COMPARABLE #4

LAND
MLS # 494255
Status: Sold
Address: 508 N A ST
 PENSACOLA FL 32501
County: ESCAMBIA
Subdivision: NONE

Agent Full - For Agent's Only. Do Not Distribute to Clients.
Prop Type: RESIDENTIAL LOTS
Last Change: 6/27/2016
List Price: \$25,900
List Date: 2/1/2016
Lot Size: 30*120
Acreage: 0.070000
Acre Price: \$271,428....
Approx Sqft:

Parcel # 000S009010019078
Elem: GLOBAL LEA **Middle:** WORKMAN **High:** PENSACOLA **Front Foot Price**
Dir: From W Cervantes Street, turn South on A Street. Lot is on the left.



Legal: N 30 FT OF S 150 FT OF W 125 F T BEL NO BLK 78 BELMONT TRACT OR 6772 P 1606 CA 95

Virtual To... **Media:**

Property Description
Free and clear lot just a few blocks from downtown and directly next door to new construction. Great investment opportunity in an up-and-coming area.

Agent Notes Show and sell. Exact dimensions to be verified by buyer.

WATER PUBLIC WATER
SEWER PUBLIC SEWER

County Zoning: SPECIAL SALE TYPE: N/A
Land Lease per Year: **Mtg Amt Offered:** **Interest Rate:** **Assignment of Interest:**
1st Mort Annual: **1st Mtg Mo Pymt:** **1st Mtg Incl:** **Seller Terms:**
FEES INCLUDE: **Equity:**
Contingency Reason: **ACCEPT FINANCING:** CASH, CONVENTIONAL

LstOff: WaterFrontCity Realty LLC - CELL: 850-712-2591
LstAgt: NANNETTE CHANDLER - CELL: 850-516-3863
LstAgt Email: nchandler10@gmail.com
Co-Off: WaterFrontCity Realty LLC - CELL: 850-712-2591
Co-Agt: Jamie Ross - CELL: 850-449-3454

BuyAgt: 2.5%
TrnsBrk: 2.5%
NonRep: 2.5%
Dual/Var?: Y
Bonus Amt:
Bonus Terms:

List Type: EXCLUSIVE RIGHT OF SALE
Agency Relationship: TRANSACTION BROKER
Sellers: See Chell Investments LLC
SHOWING: SEE AGENT NOTES
Bonus Exp Date:

LtdServ: N
Sellers Ph:

Sold Price: \$19,000
Closed Date: 6/23/2016
Contract Date: 6/3/2016
Sale Factors:

DOM/CDOM: 123 / 123
DUC:
Contingency Reason:

Buyer Name: Rios
Mortgage Type: CASH

SellingOff: WaterFrontCity Realty LLC - CELL: 850-712-2591
CoSellOff: WaterFrontCity Realty LLC - CELL: 850-712-2591

SellAgt: NANNETTE CHANDLER - CELL: 850-516-3863
CoSellAgt: Jamie Ross - CELL: 850-449-3454

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Prepared by: CHARLES SHERRILL **Confidential: Agent Only. Do not Distribute to Client.** **10/05/2016 04:15 PM**

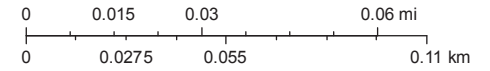
Chris Jones Escambia County Property Appraiser



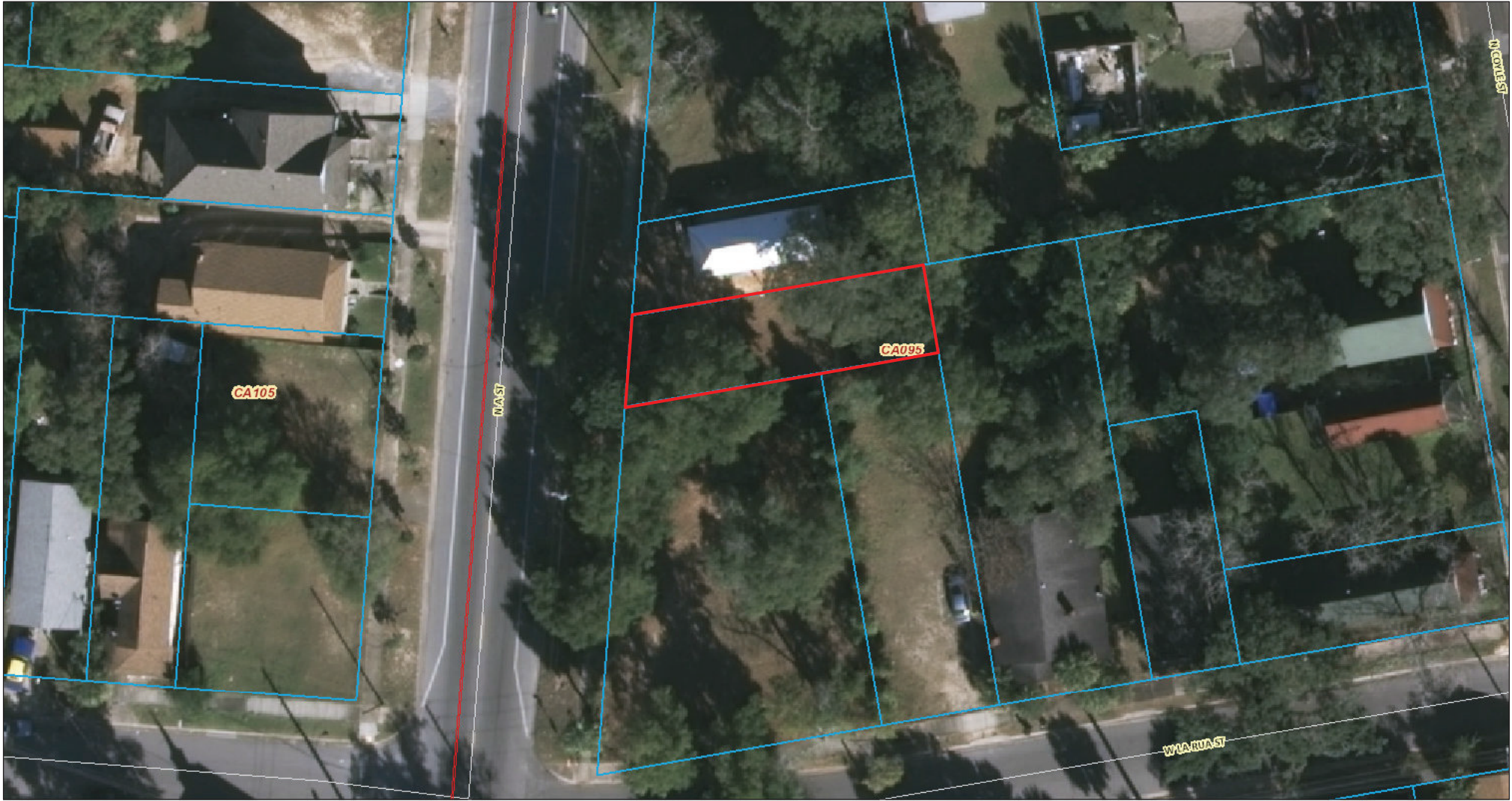
October 5, 2016

- Map Grid
- City Road
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- US Highway
- All Roads
- Easement
- Property Line

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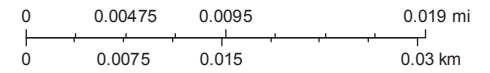
Chris Jones Escambia County Property Appraiser



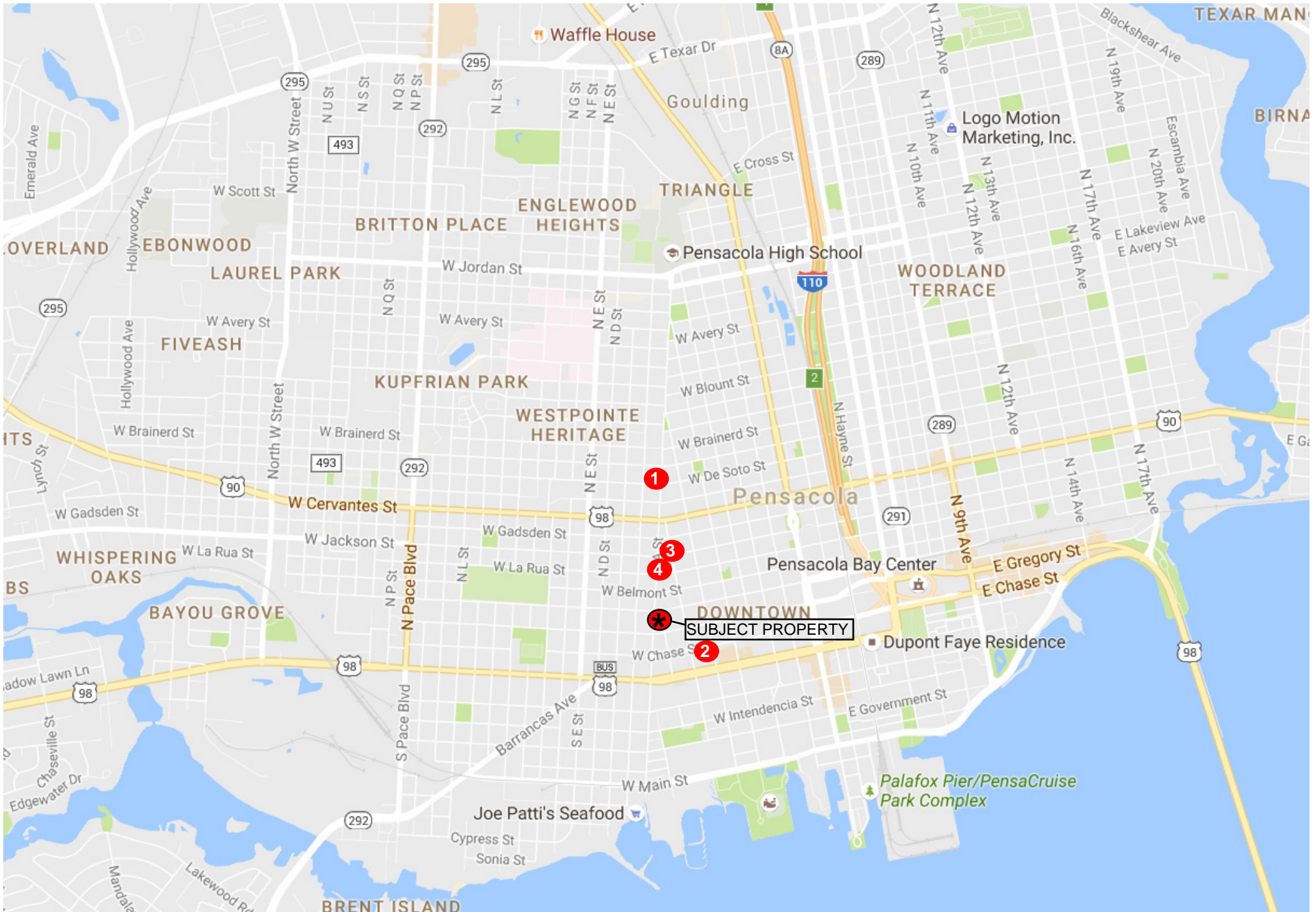
October 5, 2016

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Easement
- Property Line

1:385



COMPARABLE LOCATION MAP



APPRAISER'S QUALIFICATIONS

NAME: Charles C. Sherrill, Jr., MAI
TITLE: President
OFFICE ADDRESS: Sherrill Appraisal Company
410 East Government Street
Pensacola, Florida 32502
EDUCATION: Bachelor of Arts Degree in Economics, Washington & Lee University,
Lexington, Virginia (1984)

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

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

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

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

CONTINUING EDUCATION:

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

Appraisal Institute

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

APPRAISER'S QUALIFICATIONS

CONTINUING EDUCATION (Continued):

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

State Certification

USPAP Update

Florida Appraisal Laws and Regulations

Appraisal of 2-4 Family and Multi-Family Properties

Challenging Assignments for Residential Appraiser's

Foreclosure Basics for Appraiser's

Florida Appraiser Supervisor/Trainee Rules

Neighborhood Analysis

Communicating the Appraisal

Appraisal Principles

Sales Comparison Approach

Income Capitalization Approach

Cost Approach

Real Estate, Mortgages, and Law

EXPERIENCE:

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

PROFESSIONAL LICENSES:

State Certified General Appraiser (#RZ1665), State of Florida (1993-Present)

Licensed Real Estate Broker (#BK0436908), State of Florida (1996-Present)

Former Licensed Real Estate Salesman (#SL0436908), State of Florida (1985-1996)

Former State Certified Appraiser (#000439), State of Georgia (1991-1992)

PROFESSIONAL MEMBERSHIPS:

Member, Appraisal Institute; Awarded the MAI designation by the Appraisal Institute in 1991

Past Member, Regional Ethics and Counseling Panel - Appraisal Institute (1994-1996)

Past Member, Escambia County Value Adjustment Board (2008 – 2012)

Member, Pensacola Association of Realtors

Member, Florida Association of Realtors

Member, National Association of Realtors

Member, Branch Banking and Trust Company Local Advisory Board of Directors

Member, Pensacola Area Chamber of Commerce

CIVIC ACTIVITIES:

Member, Rotary Club of Pensacola (Former Board Director); Paul Harris Award Recipient

Past President and Executive Committee Member, Pensacola Sports Association Board of Directors

Current Board Member, Pensacola Sports Foundation

Past Secretary/Past Treasurer, Fiesta of Five Flags Association Board of Governors

Past Board Member and Trustee, Pensacola Historical Society Foundation

Past Member and Executive Committee Member, Pensacola State College Board of Governors

Member and Past Board Director & Executive Committee Member, Pensacola YMCA

Past Board Member and Former Treasurer, Pensacola Historical Society Board of Directors

Past President, Booker T. Washington High School Baseball Booster Club Board of Directors

Graduate, Leadership Pensacola (Class of 1999)

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

APPRAISER'S QUALIFICATIONS

LISTING OF APPRAISER CLIENTS:

Mortgage Loan Purposes

Aegon Realty Advisors Company	Liberty Bank
Bank of America	Metric Realty
BBVA Compass	Metropolitan Life Insurance Company
Beach Community Bank	National Bank of Commerce (Alabama)
Branch Banking & Trust (BB&T)	Navy Federal Credit Union
Canadian Imperial Bank of Commerce	Pen Air Federal Credit Union
Centennial Bank	Pensacola Government Credit Union
Chase Manhattan Mortgage Corp.	PNC Bank
Charter Bank	Premier Bank (Louisiana)
Coastal Bank and Trust	RBC Bank
Colonial Bank of Alabama	Regions Bank
Cumberland Bank (Kentucky)	ServisFirst Bank
Dollar Bank	Smart Bank
Equity Valuation Partners	Statewide Mortgage Company
First American Bank	SunTrust Banks, Inc.
First City Bank of Fort Walton Beach	Travellers Realty Investment Company
First Coast Community Bank	Tyndall Federal Credit Union
First National Bank of Commerce (Louisiana)	United Bank (Alabama)
First National Bank of Florida	Valuation Management Group
First Navy Bank	Vanguard Bank & Trust Company
Gulf Coast Community Bank	Whitney National Bank
GulfSouth Private Bank	Wachovia Corporation
Hancock Bank	Wells Fargo Bank

Market Value Purposes

Aetna Realty Advisors	Ford Motor Company
Bank of Boston	Florida Department of Transportation
Bank South N. A.	Gulf American SBL, Inc.
Baptist Health Care Corp.	Lakeview Center
Barnett Banks, Inc.	Lasalle Realty Advisors
Barnett Bank Trust Company N. A.	Midway Water Company
Catholic Church Diocese	PHH Relocation and Real Estate
Chicago Title Company	Pensacola Area Chamber of Commerce
Citicorp Real Estate	Pensacola Historical Society
City of Fort Walton Beach	Pensacola State College
City of Milton	Pensacola Preservation Board (State of Florida)
City of Pensacola	Port of Pensacola
Dusco Property Management	Presbytery of Florida
Episcopal Church Diocese	Recoll Management Corporation Insurance Co.
Escambia County, Florida	Sacred Heart Hospital
Escambia County Employees' Credit Union	Saltmarsh, Cleaveland & Gund
Escambia County Utilities Authority	Southern Company
Fairfield Communities, Inc.	SouthTrust Bank of Alabama, N.A.
Federal Aviation Administration	Various Estates, Attorney's, Accountants, Insurance
Federal Deposit Insurance Corporation	Companies, Churches, & Property Owners
First Alabama Bank	Waterfront Rescue Mission
First National Bank of Georgia	Wachovia Settlement Services, LLC
Fisher Brown Insurance Company (Cost Analysis)	WSRE Television

Helen Gibson

From: Andre Tucker <tuckera1@hotmail.com>
Sent: Wednesday, October 11, 2017 2:17 PM
To: Helen Gibson
Subject: Re: RFP for Disposition of Multiple Properties

Follow Up Flag: Follow up
Flag Status: Flagged

To: The Community Redevelopment Agency/Care of Helen Gibson

On behalf of Stephanie and Andre Tucker who reside at 218 North A Street, Pensacola Florida 32502. We are entering a Bid for Parcel #000S009010163083 Account # 131804000 216 N A Street, Pensacola, FL 32501. This parcel of land is located directly next to ours and it would benefit us greatly to be able to acquire this property for the additional space to be fenced in for a safe environment for our son with autism to play freely without having to worry about traffic, or anything else that would cause him harm. We also look to the future for this land, as we will and want to add on to the property in which we now reside so he can have his own place at our residence.

We would like to submit a cash offer of \$5,000.00 for said property of which once obtained we will maintain the grounds. Please feel free to contact Stephanie or Andre @ (850) 602-4722, or (850) 485-4013.

Sincerely Mr. & Mrs. Tucker

From: Helen Gibson <HGibson@cityofpensacola.com>
Sent: Friday, March 24, 2017 11:39:18 AM
To: tuckera1@hotmail.com
Subject: RFP for Disposition of Multiple Properties

Mr. Tucker, per our discussion, attached is the Notice of Intent to Dispose of CRA property. It contains the required information you need to include in your offer.

I recommend you review the CRA Plan for the Urban core CRA which may be accessed at:

<http://www.cityofpensacola.com/537/Urban-Core-Community-RedevelopmentCRA-PI>


Should you have any questions please feel free to contact me at 436-5650. I look forward to receiving your proposal.

Sincerely,

Helen

OFFICE of the CITY ATTORNEY

To: Council President Wingate and Members of City Council
Chairperson Cannada-Wynn and Members of Community
Redevelopment Agency

From: Lysia H. Bowling, City Attorney 

Date: December 14, 2017

Re: Conditions on the Sale of 216 North "A" Street

You have requested an opinion on whether the Community Redevelopment Agency may place conditions or restrictions on the sale of a property located within the Urban Core Community Redevelopment Area under the particular facts which have led to this request for an opinion.

The City of Pensacola Community Redevelopment Agency ("CRA") owns certain real property in the Urban Core Community Redevelopment Area ("Urban Core") located at 216 North "A" Street. The subject property comprises 0.06 acres and was acquired by the CRA in 2008. It is currently vacant and undeveloped and zoned as Residential Neighborhood Commercial (R-NC) with permitted land uses including single-family residential, multiple-family residential, offices, retail, restaurants, banks, motels, appliance repair shops, gasoline service stations, and automobile service garages which perform minor repairs.

On December 5, 2016, the CRA declared the property as surplus and available for disposition. An earlier appraisal performed in September 2016 estimated the market value of the property at Thirteen Thousand Dollars (\$13,000). In compliance with Section 163.380, Florida Statutes, the CRA published its intent to dispose of the property and invited proposals from interested parties as required by Section 163.380, Florida Statutes. As you are aware, the CRA staff received a single purchase offer for Five Thousand Dollars (\$5,000) from the Tucker family which owns and resides upon the adjacent parcel at 218 North "A" Street. The Tucker proposal involves acquisition of the property for residential use, maintaining its undeveloped status and fencing the property. The Tucker's propose to eventually develop the property with a residence

for their son. You are also aware that the Five Thousand Dollar (\$5,000) offer is below the fair market value of Thirteen Thousand Dollars (\$13,000) as determined by the appraisal.

Property owned by a redevelopment agency may be conveyed for less than fair market value. In any such case, the statute require that the purchase price must be determined to be in the public interest for uses in accordance with the redevelopment plan. That determination is made based on various factors including limitations and restrictions agreed to and assumed by the purchaser which may include assurances that the property is used in ways which prevent the recurrence of blight. Any sale at less than fair market value must be approved by the governing city after public hearing.

Section 163.380(2), Florida Statutes, requires that the sale price be at a value determined to be in the public interest for uses in accordance with the redevelopment plan, and that in determining the value the agency shall take into account and give consideration to, among other things, "the restrictions upon, and the covenants, conditions, and obligations assumed by, the purchaser ... " In the event the value of such real property being disposed of is for less than the fair value, such disposition requires approval of the city which created the agency following a duly noticed public hearing.

Section 163.380(1), Florida Statutes, provides that the agency may enter into purchase contracts providing for residential, commercial or other uses of the property in accordance with the community redevelopment plan, subject to such covenants, conditions and restrictions as it deems necessary to assist in preventing the development or spread of blight. Purchasers and their successors and assigns are obligated to use the property only in accordance with the redevelopment plan and such other requirements as the agency may determine to be in the public interest.

The Urban Core Redevelopment Plan contemplates development and redevelopment of property for residential uses. The plan states that: "[i]n order to continue growing, new residential development must occur," and, in fact, recognizes that the plan itself "supports significant residential growth within the Redevelopment Area ... [with] the emphasis on making downtown more family friendly..."

While the plan does not expressly address the property nor does it specify any particular use for the property, I have reviewed the proposal and find that nothing in the Tucker proposal is inconsistent with the redevelopment plan.

Section 163.380, Florida Statutes, contemplates disposal of property subject to conditions and restrictions upon the sale which prevent the recurrence of blight. The

placement of such conditions and restrictions upon the sale of the property would therefore be consistent with the statute. The CRA's authority to place conditions restricting the use of property is not without limitations. The conditions imposed must be consistent with the statute and the plan.

To that end, the CRA may wish to consider imposing restrictions on the purchaser which prohibit developing the property in ways conducive to elements of slum and blight. For instance, as the property is zoned for a wide range of permissible uses, the conveyance documentation could include restrictions - agreed to and voluntarily assumed by the purchaser - that the property must be used for residential purposes, or may not be used for businesses that sell smoking or drug paraphernalia, bars or package stores, an adult bookstore, cinema or other venue that offers entertainment of an illicit nature, games of chance or gambling of any kind, etc. The conveyance documentation could further specify that in the event the purchaser (or successors and assigns) violates the restrictions, the property may be reacquired by the CRA or the City.

Based on Section 163.380, Florida Statutes, the CRA may sell the property to the Tucker family for less than appraised value, provided (1) the sale is approved by the City after noticed public hearing, and (2) the sale price is determined to be in the public interest for uses in accordance with the redevelopment plan (i.e. residential uses), subject to appropriate restrictions set forth in the conveyance documentation which would prevent the property from uses conducive to blight. Presumably, such restrictions will present no hindrance to the Tucker family in light of their stated intent to use the property for residential purposes as described in its proposal.

Accordingly, you are advised that it would be legally permissible to include restrictions upon the use of the property which are agreed to and assumed by the purchaser in that such restrictions would constitute consideration for the sale.

CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT made this ____ day of _____, 2018 by and between **Community Redevelopment Agency of the City of Pensacola**, a public body, corporate and politic, of the State of Florida, whose address is 222 W. Main Street, Pensacola, FL 32502 (“Seller”) and **Stephanie and Andre Tucker**, husband and wife, whose address is 218 N. A Street, Pensacola, FL 32501, (“Purchaser”).

RECITALS:

- A. The City of Pensacola Community Redevelopment Agency ("CRA") owns certain real property in the Urban Core Community Redevelopment Area ("Urban Core") located at 216 North "A" Street which it desires to sell to Purchaser. The subject property comprises 0.06 acres and was acquired by the CRA in 2008. It is currently vacant and undeveloped and zoned as Residential Neighborhood Commercial (R-NC) with permitted land uses including single-family residential, multiple-family residential, offices, retail, restaurants, banks, motels, appliance repair shops, gasoline service stations, and automobile service garages which perform minor repairs.
- B. On December 5, 2016, the CRA declared the property as surplus and available for disposition. An earlier appraisal performed in September 2016 estimated the market value of the property at Thirteen Thousand Dollars (\$13,000). In compliance with Section 163.380, Florida Statutes, the CRA published its intent to dispose of the property and invited proposals from interested parties as required by Section 163.380, Florida Statutes. The CRA received a single purchase offer for Five Thousand Dollars (\$5,000) from Purchasers which owns and resides upon the adjacent parcel at 218 North "A" Street. The Purchasers' proposal involves acquisition of the property for residential use, maintaining its undeveloped status and fencing the property. The Purchasers propose to eventually develop the property with a residence for their son. The Five Thousand Dollar (\$5,000) offer is below the fair market value of Thirteen Thousand Dollars (\$13,000) as determined by appraisal.
- C. Property owned by a redevelopment agency may be conveyed for less than fair market value. In any such case, the statute requires that the purchase price must be determined to be in the public interest for uses in accordance with the redevelopment plan. That determination is made based on various factors including limitations and restrictions agreed to and assumed by the purchaser which may include assurances that the property is used in ways which prevent the recurrence of blight. Any sale at less than fair market value must be approved by the governing city after public hearing.
- D. Section 163.380(2), Florida Statutes, requires that the sale price be at a value determined to be in the public interest for uses in accordance with the redevelopment plan, and that in determining the value the agency shall take into account and give consideration to, among other things, "the restrictions upon, and the covenants, conditions, and obligations assumed

by, the purchaser ... " In the event the value of such real property being disposed of is for less than the fair value, such disposition requires approval of the city which created the agency following a duly noticed public hearing.

- E. Section 163.380(1), Florida Statutes, provides that the agency may enter into purchase contracts providing for residential, commercial or other uses of the property in accordance with the community redevelopment plan, subject to such covenants, conditions and restrictions as *it* deems necessary to assist in preventing the development or spread of blight. Purchasers and their successors and assigns are obligated to use the property only in accordance with the redevelopment plan and such other requirements as the agency may determine to be in the public interest.
- F. The Urban Core Redevelopment Plan contemplates development and redevelopment of property for residential uses. The plan states that: "[i]n order to continue growing, new residential development must occur," and, in fact, recognizes that the plan itself "supports significant residential growth within the Redevelopment Area ... [with] the emphasis on making downtown more family friendly...
- G. Section 163.380, Florida Statutes, contemplates disposal of property subject to conditions and restrictions upon the sale which prevent the recurrence of blight. The placement of such conditions and restrictions upon the sale of the property would therefore be consistent with the statute. The CRA's authority to place conditions restricting the use of property is not without limitations. The conditions imposed must be consistent with the statute and the plan.
- H. To that end, the CRA may wish to consider imposing restrictions on the purchaser which prohibit developing the property in ways conducive to elements of slum and blight. For instance, as the property is zoned for a wide range of permissible uses, the conveyance documentation could include restrictions - agreed to and voluntarily assumed by the purchaser - that the property must be used for residential purposes, or may not be used for businesses that sell smoking or drug paraphernalia, bars or package stores, an adult bookstore, cinema or other venue that offers entertainment of an illicit nature, games of chance or gambling of any kind, etc. The conveyance documentation could further specify that in the event the purchaser (or successors and assigns) violates the restrictions, the property may be reacquired by the CRA or the City.
- I. Based on Section 163.380, Florida Statutes, the CRA may sell the property to the Purchaser for less than appraised value, provided (1) the sale is approved by the City after a noticed public hearing, and (2) the sale price is determined to be in the public interest for uses in accordance with the redevelopment plan (i.e. residential uses), subject to appropriate restrictions set forth in the conveyance documentation which would prevent the property from uses conducive to blight. Presumably, such restrictions will present no hindrance to the Purchasers in light of their stated intent to use the property for residential purposes as described in its proposal.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 Purchase of Real Property. Subject to the terms, covenants, and conditions herein set forth, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the following described parcel located in Pensacola, Escambia County, Florida:

N 31 8/10 FT OF S 59 8/10 FT OF S 90 FT OF LTS 16 17 AND OF W 8 32/100 FT OF LT 15
MAXENT TRACT BEL NO BLK 83 BELMONT TRACT OR 6056 P 663 OR 6571 P 30 CA 95

2.0 Purchase Price. The purchase price for the Property (the "Purchase Price") is five thousand and no/100 dollars (\$5,000.00). The Purchase Price shall be payable as follows:

2.1 On the Closing Date, Purchaser shall pay or cause to be paid to Seller the balance of the Purchase Price by confirmed wire transfer of funds, subject to all adjustments, credits, setoffs, and prorations as provided in this Contract.

3.0 Time for Acceptance and Effective Date. This Contract shall be accepted and executed by the Seller and delivered to Purchaser within five (5) business days after the execution hereof by Purchaser. In the event that this Contract is not accepted, executed and delivered by Seller as stated herein, this Contract shall be considered null and void. The effective date (the "Effective Date") of this Contract for purposes of performance, shall be the date when the last one of Seller or Purchaser has signed this Contract and communicated the fact of such execution to the other party (the "Effective Date").

4.0 Inspection Period.

4.1 Purchaser, its agents, employees and independent contractors shall have the right during the term of this Contract to enter upon the Property to make such surveys, inspections and tests of and/or concerning the Property, as Purchaser may desire, with such activities being conducted by Purchaser at Purchaser's sole cost and expense. These activities shall not damage the Property and Purchaser shall restore the Property to its condition prior to such activities. Purchaser agrees to indemnify and hold Seller harmless from and against all claims, demands, losses, damages, and expenses including, without limitation, reasonable attorney's fees and appellate attorney's fees, for non-payment of services rendered to Purchaser or mechanics liens or liability for damage to persons or property arising from any activity permitted hereunder or any change in the existing condition of the Property by Purchaser or by its agents, servants, employees, contractors and representatives. This indemnity provision shall survive the expiration or termination of this Contract.

4.2 Purchaser shall have thirty (30) days (the "Inspection Period") subsequent to the Effective Date of this Contract to determine at Purchaser's sole discretion if the Property is suitable to Purchaser for the intended use pursuant to the terms of this agreement and the Purchasers' Response to the RFP taking into consideration any factor being relevant by Purchaser, including, but

not limited to, access, availability of curb cuts, cost and capacity of electricity and other utilities, soil conditions, soil borings, Phase I and II ESAs, engineering assessments, value, governmental requirements and restrictions, drainage and environmental requirements, zoning, permitting and other governmental approvals. Purchaser may at any time during the Inspection Period, notify Seller in writing of Purchaser's election to terminate this Contract in which event all parties shall be relieved of all further liabilities under this Contract, except for those rights, duties and obligations that specifically survive termination of this Contract.

4.3 Seller agrees and consents to the submission by the Purchaser of all documents reasonably necessary for Purchaser to obtain its Permits and Approvals during the Inspection Period. In connection with the same, Seller agrees to execute any applicable governmental authorizations authorizing the Purchaser to act as the Seller's owner's representative in regards to the same and shall join in or execute such other applications to, or filing with, all applicable governmental agencies, as may be reasonably required. Notwithstanding the foregoing, the Permits and Approvals shall not be binding on the Seller or the Property until after Closing.

5.0 Survey.

5.1 Within thirty (30) days after the Effective Date, Purchaser, at its expense, may order a boundary and as-built survey for the Property (the "Survey"). If the Survey shows any encroachment on said Property or any encroachment of the improvements on the land of others, or any other state of facts that would impair Purchaser's marketability of title, the same shall be treated as a title defect and handled in the same manner as title defects as described herein. The Survey shall be certified to Seller and Purchaser and the Title Company. Purchaser shall deliver certified copies of the Survey and legal description to the Seller. Seller hereby agrees to provide Purchaser copies of any surveys of, environmental studies and other studies on the Property in Seller's possession within five (5) days after the Effective Date.

5.2 Purchaser shall pay for the cost of the Survey.

6.0 INTENTIONALLY DELETED

7.0 Time and Place of Closing. It is intended that the closing (the "Closing") of the transaction contemplated herein shall take place at the offices of the CRA, 222 W. Main Street, Pensacola, Florida 32502 within fifteen (15) days after the expiration of the Inspection Period. In the event of the occurrence of any contingency herein set forth, the party exercising the right of termination shall notify the other party in writing, in which event all parties shall be relieved of all further liability under this Contract, except for those rights, duties and obligations that specifically survive termination of this Contract.

8.0 Deed of Conveyance. Seller shall convey, by Warranty Deed, to Purchaser on the Closing Date, good marketable, insurable fee simple title to the Property subject only to following exceptions (the "Permitted Exceptions"):

8.1 Any taxes for the year of closing and taxes for special assessments which are not shown as existing liens by the public records.

8.2 All applicable zoning rules and regulations.

8.3 All matters shown on the Survey which are not objected to by Purchaser.

8.4 Covenants, conditions, limitations, restrictions, easements and mineral rights and reservations of record which are not objected to by the Purchaser.

8.5 The Warranty Deed shall convey title of the Subject Property to Purchaser subject to a reversionary interest granting to the Seller. The parties agree that conveyance documents will require that the Subject Property be developed and devoted to (a) the uses specified in and in accordance with Florida Statutes, Chapter 163, Part III, "Community Redevelopment Act of 1969", (b) the City of Pensacola Urban Core Community Redevelopment Plan (2010), (c) the Purchasers' proposal involving acquisition of the property for residential use, maintaining its undeveloped status and fencing the property with eventual development of the property by Purchasers with a residence for their son, and (d) subject to appropriate restrictions set forth in the conveyance documentation which would prevent the property from uses conducive to blight.

8.6 To accomplish the statutory obligation to begin any improvements on such real property within a reasonable time, the parties agree to a reverter clause which: (a) requires the Purchasers to commence construction within seven (7) years from taking title to the Subject Property, subject to reasonable extension for good cause; and (b) requires that if it becomes necessary for the Seller to exercise its rights under the reverter clause, that the Seller pay to Purchasers an amount equal to the lesser of \$5,000 or the fair market value of the Subject Property.

8.7 Purchasers agree to the terms of this agreement which prohibit developing the property in ways conducive to elements of slum and blight. Purchasers agree to and voluntarily assume the following restrictions which shall be included in the conveyance documents: that the property must be used for residential purposes, or may not be used for businesses that sell smoking or drug paraphernalia, bars or package stores, an adult bookstore, cinema or other venue that offers entertainment of an illicit nature, games of chance or gambling of any kind, etc.

9.0 Evidence of Title.

9.1 On or before thirty (30) days after the Effective Date, Purchaser shall procure, at Purchaser's expense, a title insurance commitment for an ALTA Form B marketability policy in the full amount of the Purchase Price (the "Commitment"). The Commitment shall have an effective date that is after the Effective Date of this Contract and that is within ten (10) days of the date of its issuance. Not later than thirty (30) days after the date on which the deed of conveyance is recorded, the Title Company shall deliver the final title insurance policy to Purchaser. This provision shall survive the Closing.

9.2 If the Commitment contains any exceptions other than the Permitted Exceptions which additional exceptions render title unmarketable or if the Commitment contains any other items that would indicate that the title is not in the condition required for performance hereunder, Purchaser shall give written notice to Seller specifying the additional exceptions that render title unmarketable or objectionable to Purchaser other than the Permitted Exceptions. Such notice shall be given not later than ten (10) days after delivery of the Commitment to Purchaser. Upon receipt of the notice, Seller shall have ten (10) days either (i) to fulfill the requirements in said Commitment, remove the additional exceptions with reasonable effort and reasonable expenditures or otherwise remedy any defects in title or (ii) to fully terminate this Contract if unable to furnish satisfactory title. Upon termination this Contract shall cease and the parties shall have no further rights, duties or obligations under this Contract, except for those rights, duties and obligations that specifically survive termination of this Contract. In the alternative, Purchaser shall have the right, but not the obligation, to accept title in its then current condition, without any reduction of the Purchase Price.

9.3 Seller and Purchaser each agree to provide reasonable affidavits and documentation to enable the Title Company to delete all Schedule B-I requirements, the "gap" exception, and the construction lien and parties in possession exceptions from the Commitment at Closing, Seller and Purchaser each shall be responsible for satisfying those Schedule B-I requirements applicable to them.

10.0 As Is Sale. Purchaser hereby agrees that Purchaser shall purchase the Property wholly "as is"; it being agreed that except as specifically set forth herein neither Seller nor any other person has made any representations or warranties whatsoever whether oral, written, expressed or implied pertaining to the Property, the condition thereof, the permitted uses thereof, the value thereof or any other matter with respect to the Property.

11.0 INTENTIONALLY DELETED.

12.0 Default.

12.1 If Seller shall default in the performance of its obligations under this Contract, Purchaser at its option shall have the right to elect either (i) to terminate this Contract by giving notice to Seller, in which event this Contract shall be deemed null and void with no party having any further rights or obligations under the Contract, except for those rights, obligations, and remedies that specifically survive the termination of this Contract; or (ii) to seek to specifically enforce the terms and conditions of this Contract. Except for those rights, obligations, and remedies that specifically survive the termination of this Contract, these are the sole and exclusive remedies of Purchaser.

12.2 If Purchaser shall default in the performance of his obligations under this Contract, Seller shall have the right to terminate this Contract by giving written notice to Purchaser, in which event the Deposit shall be paid to Seller as liquidated and agreed upon damages, consideration for the execution of this Contract and in full settlement of any and all claims of Seller, whereupon all parties shall be relieved of all obligations under this Contract. Receipt of the Deposit

and termination of Purchaser's rights under this Contract shall be Seller's sole and exclusive remedy and recourse in the event of default by Purchaser; provided however, that Purchaser shall also be responsible for the removal of any liens asserted against the Property by persons claiming by, through or under Purchaser, but not otherwise. Purchaser and Seller agree that this is a bona fide liquidated damages provision and not a penalty or forfeiture provision. Seller hereby irrevocably waives all other rights and remedies including without limitation suits for damages and the right to enforce specific performance. In addition to the foregoing, Seller may grant such extensions of time as Seller may deem proper under the circumstances without waiving Seller's right thereafter to terminate this Contract and receive the Deposit.

13.0 Prorations. The following items shall be paid, apportioned, and prorated (based on the actual number of days in the month in which the Closing Date occurs, on the assumption that the Closing occurs at 12:01 a.m. on the Closing Date) between Seller and Purchaser:

13.1 Certified, conformed, and ratified special assessments liens as of the Closing Date (and not as of the Effective Date) which are not objected to by the Purchaser shall be paid by Seller. Pending liens as of the Closing Date shall be assumed by Purchaser. If the improvement has been substantially completed as of the Closing Date, such pending liens shall be considered certified, confirmed, or ratified, and Seller, at the Closing, shall be charged an amount equal to the last estimate of assessment for the improvement by the applicable public body.

14.0 Closing Costs.

14.1 Seller shall pay the cost of recording any corrective instruments as to the fee title, the documentary stamps on the deed, and the resulting title policy.

14.2 Purchaser shall pay the cost of recording the deed, the cost of the Survey and the closing agent fee.

14.3 Each party shall pay its own attorney's fees.

15.0 Risk of Loss. Seller shall bear the risk of all loss or damage to, or destruction of, the Property and Improvements up to and including the date and time of Closing.

16.0 Condemnation. If at or before the Closing, the Property or any portion of the Property shall be condemned or taken pursuant to any power of eminent domain, or if any written notice of any taking or condemnation is issued, or if any proceedings are instituted or threatened by any governmental authority having the power of eminent domain, Seller shall promptly give Purchaser written notice of such taking or condemnation, or any pending or threatened proceedings; and Purchaser shall have the right to terminate this Contract by giving Seller written notice to that effect, within ten (10) days of receipt of Seller's notice, whereupon the Escrow Agent shall promptly return the Deposit to Purchaser, and thereafter the parties shall have no further obligation or liability under this Contract or with respect to the Property, at law or in equity; or, in the alternative,

Purchaser may elect to proceed to Closing with no reduction in the Purchase Price and any condemnation award shall be paid over to and shall become the sole property of Purchaser and the property so taken or sold shall not be subject to this Contract. Seller and Purchaser agree to cooperate with each other to obtain the highest and best price for the condemned property.

17.0 INTENTIONALLY DELETED.

18.0 INTENTIONALLY DELETED.

19.0 Assignability. It is anticipated that the Purchaser may form an entity in which it holds ownership that will own the Subject Property. Purchaser may assign its rights under this Contract to such an entity, with Seller's prior written consent, which consent shall not be unreasonably withheld. Otherwise, this Contract may not be assigned.

20.0 Radon Notice. As required by Section 404.056(7) Florida Statutes, the following notification is made regarding radon gas:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

21.0 Integration. This Contract constitutes the entire agreement between the parties, and supersedes all prior negotiations, writings, agreements, or other understandings between the parties with respect to the subject matter of this Contract.

22.0 Captions. The captions of this Contract are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Contract.

23.0 Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall be deemed to constitute one agreement.

24.0 Interpretation. This Contract, and the exhibits or addenda to this Contract, have been negotiated at arm's length by Seller and Purchaser, and the parties mutually agree that for the purpose of construing the terms of this Contract or exhibits or addenda, neither party shall be deemed responsible for the drafting of this Contract.

25.0 Severability. The unenforceability or invalidity of any one or more provisions of this Contract shall not affect the validity or enforceability of any other provisions of this Contract.

26.0 Binding Effect. This Contract shall be binding on and shall inure to the benefit of the parties and their respective heirs, devisees, legal representatives, successors, and permitted assigns.

27.0 Attorney's Fees. In connection with any dispute arising under, from, or as a result of this Contract, the parties agree that the prevailing party or parties shall be entitled to recover all costs or expenses incurred, including reasonable attorneys' fees and fees for the services of accountants, paralegal, legal assistants, and similar persons (including any appeals from any litigation and enforcement of judgments). This provision shall survive the Closing or any termination of this Contract.

28.0 Further Assurances. Purchaser and Seller each agree from time to time to execute and deliver such further and other transfers, assignments, and documents and to do all matters and things that are legally required or reasonably necessary to effectuate the intentions of this Contract. This provision shall survive the Closing.

29.0 Modification. This Contract may not be modified orally or in any other manner than by an agreement in writing signed by the party against whom the enforcement is sought. The Escrow Agent shall not be required to join in the execution of any amendments unless its rights or obligations under this Contract are affected.

30.0 INTENTIONALLY DELETED.

31.0 Governing Law. This Contract and all transactions contemplated by this Contract shall be governed by and construed and enforced in accordance with the internal laws of Florida without regard to principles of conflicts of laws.

32.0 Jurisdiction and Venue. The parties acknowledge that a substantial portion of negotiations and anticipated performance of this Contract occurred or shall occur in Escambia County, Florida, and therefore, without limiting the jurisdiction or venue of any other federal or state courts, each of the parties irrevocably and unconditionally agrees that any lawsuit, action, or other legal proceeding arising out of or related to this Contract may be brought in Escambia County, Florida.

33.0 Notices. Any notice, demand, request, consent or other instrument which may be or is required to be given under this Contract shall be in writing and either served personally or sent by United States registered or certified mail, return receipt requested, postage prepaid, or deposited with a reputable overnight courier service such as Federal Express, and addressed to such party at its address set forth below, or when transmitted by facsimile transmission to the respective parties at the numbers specified below, or at such other place as either party may designate by written notice to the other. Any written notice sent by mail should be deemed to have been served as of the next regular day for delivery or mail after the date it was mailed in accordance with the foregoing provisions. For purposes of this Contract, notice shall be sent to Seller and Purchaser as follows:

To Seller: Community Redevelopment Agency of the City of Pensacola,
180 Governmental Center
Pensacola, FL 32502

To Purchaser: Stephanie and Andre Tucker
218 North A Street
Pensacola, FL 32501,

With Copies to: John P. Daniel
Begg and Lane RLLP
501 Commendencia Street
Pensacola, Florida 32502

34.0 Survival. No representations, warranties and covenants of Seller shall survive the Closing other than as herein specifically set forth.

35.0 Time. Time is of the essence of this Contract.

**Seller: Community Redevelopment Agency of the City of
Pensacola**

DATE: _____

P.C. Wu, Chairperson

Attest:

**PURCHASER: Stephanie and Andre Tucker
Husband and Wife**

DATE: _____

Stephanie Tucker

Witness

Andre Tucker

Witness

CITY PENSACOLA REDEVLP AGCY
222 W MAIN ST FL 3

PENSACOLA FL 32502

Published Daily-Pensacola, Escambia County, FL
PROOF OF PUBLICATION

State of Florida
County of Escambia:

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

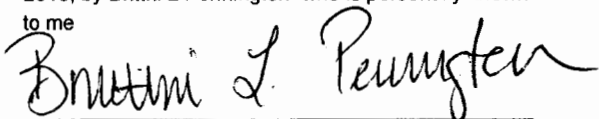
CITY OF PENSACOLA, FLORID

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

01/01/18

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

Sworn to and Subscribed before me this 2th of January 2018, by Brittini L Pennington who is personally known to me



Affiant



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

Publication Cost: \$140.42
Ad No: 0002624826
Customer No: PNJ-24960310

**CITY OF PENSACOLA, FLORIDA
NOTICE OF PUBLIC HEARING**

On Thursday, January 11, 2017 at 5:30 p.m. in the Council Chambers, of City Hall at 222 W. Main Street, Pensacola, FL, the Pensacola City Council will conduct a public hearing to receive the benefit of citizen input for the purpose of considering the sale of the surplus CRA-owned property at 216 North A Street to Andre and Stephanie Tucker.

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

If an individual decides to appeal any decision made by the City Council with respect to any matter considered at this meeting, a record of the proceedings will be required and the individual will need to ensure that a verbatim transcript of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based (Section 286.0105, Florida Statutes). Such person must provide a method for recording the proceedings verbatim.

In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the City Clerk at (850) 435-1606 (or TDD 435-1666) no later than 48 hours prior to the proceedings. For additional information on this matter, please call the Community Redevelopment Agency at 436-5650.

Legal No. 24960310 1T January 1, 2018



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-00015

City Council

1/11/2018

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member P.C. Wu

SUBJECT:

SALE OF SURPLUS PROPERTY - 216 NORTH "A" STREET

RECOMMENDATION:

That City Council approve the sale of surplus property located at 216 North "A" Street, Parcel Identification Number 000S009010163083, Account Number 131804000.

HEARING REQUIRED: Public

SUMMARY:

The Community Redevelopment Agency (CRA) has stated its desire to comprehensively market available CRA-owned properties in the Urban Core Community Redevelopment Area. To date, the positioning of parcels for redevelopment has been an effective tool in the successful revitalization of Pensacola's Downtown Urban Core.

Pursuant to CRA and City Council policies, properties must be declared surplus and appraised prior to disposition. On December 5, 2016, the CRA declared the vacant property located at 216 North "A" Street, Parcel Identification Number 000S009010163083, surplus and available for disposition. The disposition plan included marketing the property for affordable housing and a 30 day Notice of Disposition published on December 23, 2016 in the Pensacola News Journal, in compliance with the requirements of section 163.380 of the Florida Statutes. A property appraisal was conducted on September 28, 2016, which appraised the property at a fair market value of \$13,000.

CRA staff received a single offer for the purchase of 216 North "A" Street in response to the Notice of Disposition from Andre and Stephanie Tucker in the amount of \$5,000. The offer received is \$8,000 below the property's appraised fair market value. Chapter 163, Part III of the Florida Statutes allows CRA's to sell property for less than fair market value, taking into account and giving consideration to the long-term community benefits to be achieved by the CRA.

The sale must be approved by City Council following a public hearing, pursuant to City Council Resolution No. 55-80, the CRA's Bylaws and the Florida Statutes.

PRIOR ACTION:

September 28, 2016 - Property appraisal conducted on the property.

December 5, 2016 - The CRA declared the property at 216 North "A" Street surplus and available for disposition.

December 23, 2016 - A 30 day Notice of Disposition was published in the Pensacola News Journal.

January 11, 2018 - Public Hearing regarding the sale of surplus property - 216 North "A" Street

FUNDING:

Budget: \$ -0-

Actual: \$5,000 Net Proceeds from the Sale of Property at 216 North "A" Street

FINANCIAL IMPACT:

The CRA will benefit from additional ad valorem revenue generated as a result of returning parcels to the tax roll. The CRA will receive \$5,000 in revenue from the proceeds from the sale of the property.

STAFF CONTACT:

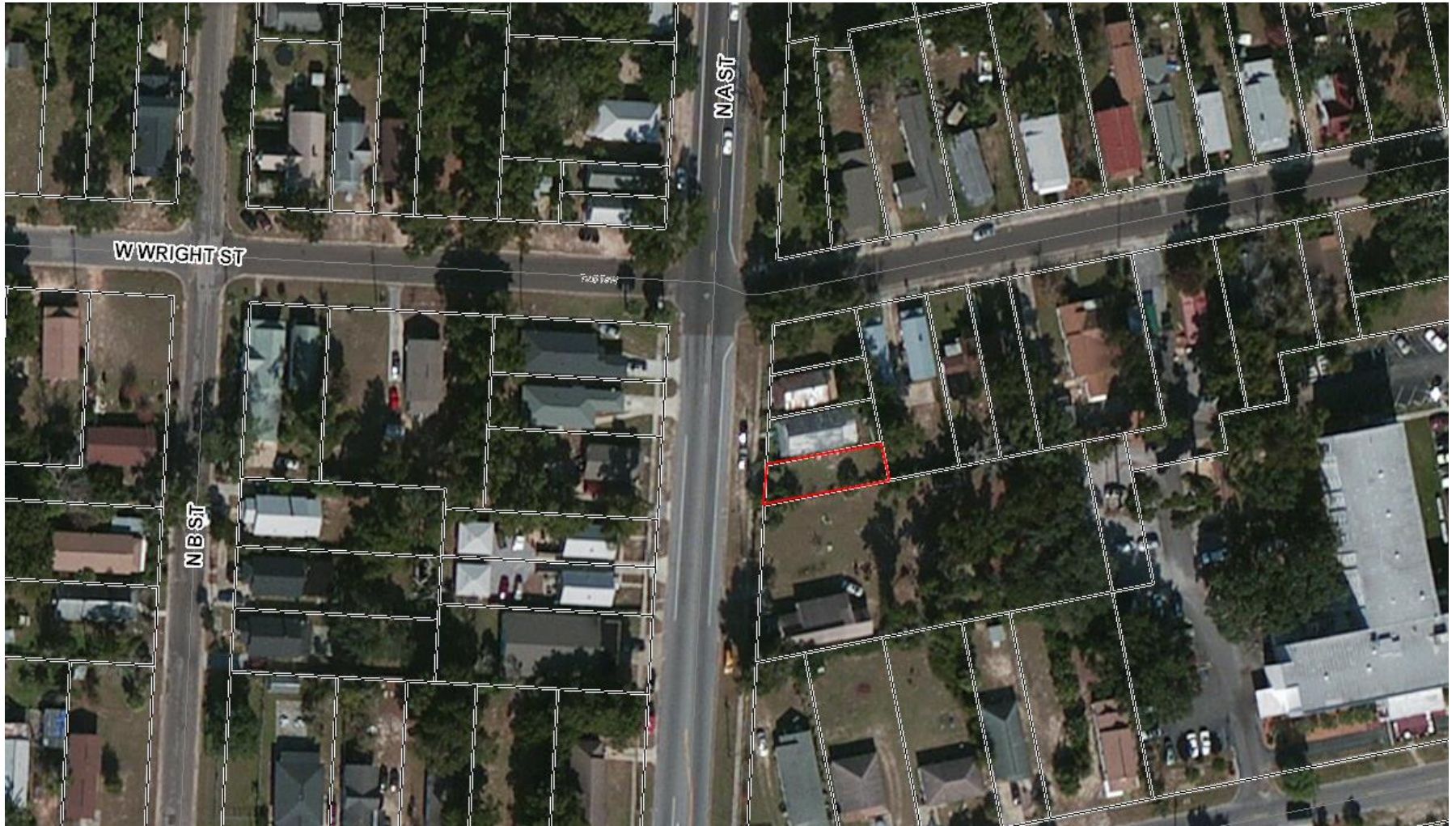
Don Kraher, Council Executive
M. Helen Gibson, AICP, CRA Administrator
Victoria D'Angelo, Assistant CRA Administrator

ATTACHMENTS:

- 1) Parcel Map and PA Records - 216 North "A" Street
- 2) Purchase Offer - 216 North "A" Street
- 3) Appraisal - 216 North "A" Street
- 4) Legal Opinion - Conditions of sale of 216 North "A" Street
- 5) Draft Sale Agreement - 216 North "A" Street

PRESENTATION: No

216 North "A" Street



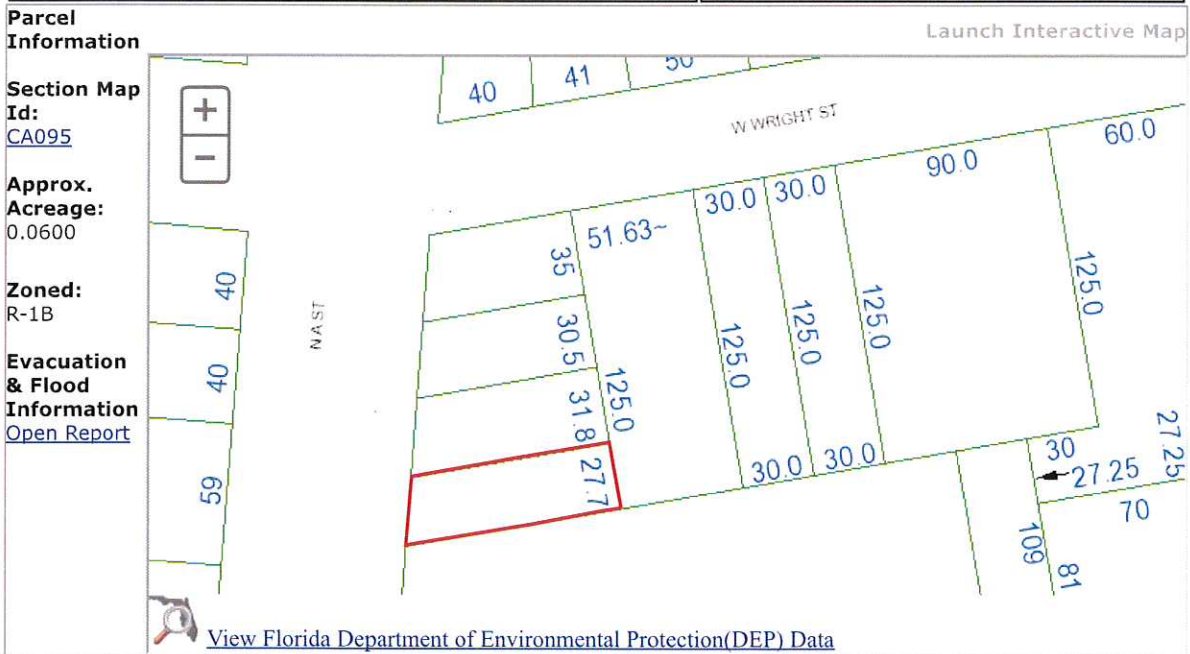
Source: Escambia County Property Appraiser

← Navigate Mode Account Reference →

[Restore Full Page Version](#)

General Information		Assessments				
Reference:	000S009010163083	Year	Land	Imprv	Total	Cap Val
Account:	131804000	2017	\$9,149	\$0	\$9,149	\$7,495
Owners:	COMMUNITY REDEVELOPMENT AGENCY OF THE PENSACOLA CITY OF	2016	\$7,189	\$0	\$7,189	\$6,814
Mail:	PO BOX 12910 PENSACOLA, FL 32521	2015	\$6,195	\$0	\$6,195	\$6,195
Situs:	216 N A ST 32502	Disclaimer				
Use Code:	VACANT RESIDENTIAL	Amendment 1/Portability Calculations				
Taxing Authority:	PENSACOLA CITY LIMITS	★ File for New Homestead Exemption Online				
Schools (Elem/Int/High):	GLOBAL LEARNING ACADEMY/WORKMAN/PENSACOLA					
Tax Inquiry:	Open Tax Inquiry Window					
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						

Sales Data						2017 Certified Roll Exemptions	
Sale Date	Book	Page	Value	Type	Official Records (New Window)	MUNICIPAL OWNED	
02/13/2008	6288	1439	\$100	WD	View Instr	Legal Description	
07/2003	5191	706	\$100	TD	View Instr	S 27 7/10 FT OF S 90 FT OF LTS 16 17 AND OF W 8 FT 4 IN OF LT 15 MAXENT TRACT BEL NO BLK 83 BELMONT TRACT OR 6288...	
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						Extra Features	
						None	



Buildings
Images
None

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

Helen Gibson

From: Andre Tucker <tuckera1@hotmail.com>
Sent: Wednesday, October 11, 2017 2:17 PM
To: Helen Gibson
Subject: Re: RFP for Disposition of Multiple Properties

Follow Up Flag: Follow up
Flag Status: Flagged

To: The Community Redevelopment Agency/Care of Helen Gibson

On behalf of Stephanie and Andre Tucker who reside at 218 North A Street, Pensacola Florida 32502. We are entering a Bid for Parcel #000S009010163083 Account # 131804000 216 N A Street, Pensacola, FL 32501. This parcel of land is located directly next to ours and it would benefit us greatly to be able to acquire this property for the additional space to be fenced in for a safe environment for our son with autism to play freely without having to worry about traffic, or anything else that would cause him harm. We also look to the future for this land, as we will and want to add on to the property in which we now reside so he can have his own place at our residence.

We would like to submit a cash offer of \$5,000.00 for said property of which once obtained we will maintain the grounds. Please feel free to contact Stephanie or Andre @ (850) 602-4722, or (850) 485-4013.

Sincerely Mr. & Mrs. Tucker

From: Helen Gibson <HGibson@cityofpensacola.com>
Sent: Friday, March 24, 2017 11:39:18 AM
To: tuckera1@hotmail.com
Subject: RFP for Disposition of Multiple Properties

Mr. Tucker, per our discussion, attached is the Notice of Intent to Dispose of CRA property. It contains the required information you need to include in your offer.

I recommend you review the CRA Plan for the Urban core CRA which may be accessed at:

<http://www.cityofpensacola.com/537/Urban-Core-Community-RedevelopmentCRA-PI>

Should you have any questions please feel free to contact me at 436-5650. I look forward to receiving your proposal.

Sincerely,

Helen

APPRAISAL REPORT

OF A

VACANT COMMERCIAL LAND PARCEL

LOCATED AT

**216 NORTH A STREET
PENSACOLA, ESCAMBIA COUNTY, FLORIDA 32502**

EXCLUSIVELY FOR

**CITY OF PENSACOLA
PLANNING SERVICES DIVISION**

AS OF

SEPTEMBER 28, 2016

BY

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

410 EAST GOVERNMENT STREET

**PENSACOLA, FLORIDA
32502**

APPRAISAL REPORT

The subject property consists of a vacant commercial land parcel that is located at 216 North A Street in Pensacola, Florida. The client is considering the sale of the property at a yet-undetermined price.

The three traditional approaches to value income-producing properties are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Commercial land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the absence of improvements, the performing of the Cost Approach was not considered to be applicable. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.

The subject is a vacant commercial land parcel with no improvements that is not encumbered by any leases. Buyers of this type of property in the local market typically rely most heavily on the Sales Comparison Approach in making buying decisions. Additionally, recent sales activity of similar type properties in the local market is considered to be sufficient to produce credible results. Accordingly, the appraiser has determined that the performing of the Sales Comparison Approach in this appraisal process is sufficient to achieve credible assignment results based primarily upon the intended use of this appraisal. The appraiser has clearly identified and explained the scope of work for this assignment within this appraisal report.

This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it clearly and accurately sets forth the appraisal in a manner that will not be misleading; contains sufficient information to enable the intended users of the appraisal to understand the report properly; and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for the unauthorized use of this appraisal report.

CLIENT:

City of Pensacola
Planning Services Division
Attention: Ms. Helen Gibson, AICP
Neighborhood Revitalization Coordinator
222 West Main Street
Pensacola, Florida 32502

APPRAISER: Charles C. Sherrill, Jr., MAI
State - Certified General Appraiser #RZ1665
Sherrill Appraisal Company
410 East Government Street
Pensacola, FL 32502

APPRAISAL FILE NUMBER: N216-0369

CLIENT PURCHASE ORDER NO.: Not Provided

PROPERTY LOCATION: 216 North A Street, Pensacola, Escambia County,
Florida 32502

PROPERTY TYPE: Vacant Commercial Land Parcel

REPORTED PROPERTY OWNER: Community Redevelopment Agency of the City of
Pensacola

TAX ACCOUNT NUMBER: 13-1804-000

PARCEL IDENTIFICATION NO.: 00-0S-00-9010-163-083

CURRENT PROPERTY TAX ASSESSMENT: \$7,189; However, the current tax expense of the subject is based upon a reduced assessed value of \$6,814 that results from an annual increase limit that applies to non-homesteaded properties in the State of Florida. There are no unpaid property taxes as the current owner is exempt from real estate taxation based upon its governmental status.

LEGAL DESCRIPTIONS: Legal descriptions of the subject property obtained from the Escambia County Property Appraiser's Office and a deed are presented in the addendum of this appraisal report.

ZONING CLASSIFICATION: R-NC; Residential Neighborhood Commercial

TYPE AND DEFINITION OF VALUE: The purpose of this appraisal is to provide the appraiser's best estimate of the market value of the subject real property as of the effective date. Market value is defined under 12 U.S.C. 1818, 1819 and title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 ("FIRREA") as well as the Office of the Comptroller of the Currency, as "the most probable price which a property should bring in a competitive and open market under all conditions requisite to a

**TYPE AND DEFINITION OF
VALUE (CONTINUED):**

fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus”. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

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

**INTENDED USER OF
APPRAISAL REPORT:**

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

INTENDED USE OF REPORT:

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

OWNERSHIP INTERESTS VALUED:

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

DATE OF PROPERTY INSPECTION:

September 28, 2016

EFFECTIVE DATE OF VALUE:

September 28, 2016

DATE OF APPRAISAL REPORT:

October 10, 2016

FINAL ESTIMATE OF VALUE:

\$13,000 (Subject to the appraisal assumptions and limiting conditions that are presented in the addendum of this appraisal report).

SCOPE OF WORK PERFORMED IN THIS APPRAISAL ASSIGNMENT:

The three traditional approaches to value income-producing properties are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Commercial land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the absence of improvements, the performing of the Cost Approach was not considered to be applicable. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.

In performing this appraisal of the subject property, Charles C. Sherrill, Jr., MAI first identified the problem to be solved. Based upon the property type and intended use of this appraisal, the appraiser determined and performed the scope of work necessary to develop assignment results that were credible, and disclosed this scope of work in the appraisal report. In doing so, the appraiser inspected the subject property, conducted a telephone interview with a representative of the property owner (client), and gathered information from the subject's neighborhood or similar competitive neighborhoods in the local area on comparable land sales. This information was applied in the Sales Comparison Approach to value the subject property as vacant.

This narrative appraisal report is the result of these processes. This Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated above. The appraiser is not responsible for unauthorized use of this report.

DESCRIPTION OF REAL ESTATE APPRAISED:

Location Description: Known as the "City of Five Flags," Pensacola is the western-most city in the panhandle of Florida. Pensacola, the county seat, is located in the extreme southern portion of Escambia County. Escambia County encompasses 661 square miles of land and an additional 64,000 acres of waterways. Escambia County has experienced steady growth during its history as it represents the economic center for Northwest Florida. Its location generally bordering the Gulf of Mexico and three bays has resulted in outward growth in certain directions over the years. These growth areas include such neighboring cities/communities as Gulf Breeze, Milton, Pace, and Navarre (in Santa Rosa County), as well as the northern vicinity of Pensacola.

According to recent (2015) statistics from the U. S. Census Bureau, there are 311,003 residents in Escambia County, which ranked 20th in county population in Florida. Escambia County's population increased at a rate of 4.5 percent in the previous 5 years, and this gradual increase is anticipated for the near-term future. Escambia County has a diversified economic base which includes tourism, military (U. S. Navy), and a strong service sector. The area has a current unemployment rate of 4.5 percent, which is within the range that is indicated by the state and national averages (4.4 percent and 4.7 percent, respectively).

The quality of life afforded by the mild climate and abundant recreational activities and rich history and culture is an added feature that attracts new industries to the area. The availability of office and manufacturing facilities and an educated workforce give Escambia County the ideal catalyst for future growth and prosperity. Overall, the area's moderate anticipated population growth, diversified work force, and abundance of recreational activities provide for a relatively stable near-term outlook for this metropolitan area.

Neighborhood Description: The subject property is located in the city limits along the periphery of the Pensacola Downtown Central Business District. This immediate vicinity is comprised of a mixed residential and commercial area. The subject neighborhood boundaries are generally defined as East Cervantes Street on the north, Palafox Street on the east, Pensacola Bay on the south, and North E Street on the west. Land uses in the general area include retail establishments, offices, restaurants, banks, auto service garages, apartments, residences, warehouses, churches, motels, condominiums, lounges, and courthouses. Overall, the neighborhood is convenient to Pensacola Bay, Downtown Pensacola, churches, shopping facilities, schools, medical facilities, recreational facilities, and other major sources of employment. No adverse neighborhood conditions were observed by the appraiser.

Summary of Local Office Market: After a number of years of steady growth in the local office market (as well as other sectors), the health of the market weakened during 2006 to 2011. Demand for office space declined in the local market during that time period due to weakened economic conditions which resulted in an oversupply of inventory. The net result of this market weakness was an increase in vacancy rates, a decline in rental rates and values, an increase in property foreclosures, and extended marketing periods. However, the market began to stabilize in late 2011, and it has gradually increased in the past few years. It is concluded that the local market, as well as the subject property, should continue this slight improvement trend in the foreseeable future. Based upon the location, quality, and other physical characteristics of the subject property, its overall current relative position within the local marketplace is concluded to be favorable.

Property Description: The subject property is located on the east side of North A Street, just south of West Wright Street. The vacant property is situated adjacent to multiple residences. The interior parcel is fairly regular in shape. The site has approximately 27.7 feet of frontage on the east side of North A Street and an average depth of approximately 88 feet. According to the Escambia County Property Appraiser's Office, the property contains 0.06 acre. This equates by calculation to a land area of 2,614 square feet.

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

North A Street is a two-laned roadway in front of the subject. Overall access to the property is concluded to be adequate.

The property is zoned R-NC; Residential/Neighborhood Commercial under the zoning ordinances of the City of Pensacola. Permitted land uses within the subject zoning district include single-family residential, multiple-family residential, offices, retail, restaurants, banks, motels, appliance repair shops, gasoline service stations, and automobile service garages which perform minor repairs. The property has a Future Land Use Classification of MDR; Medium Density Residential.

SALES HISTORY OF SUBJECT PROPERTY:

According to the public records, the subject property was acquired by the current owner prior to 2009. The appraiser is unaware of any sales transactions of the property in the five years preceding the effective date of this valuation. No current listings, options, or agreements of sale of the property were discovered by the appraiser in the course of this analysis. The subject client is considering the possible sale of the property at a yet-undetermined price.

HIGHEST AND BEST USE:

Highest and best use may be defined as "The reasonable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value." The first determination (highest and best use of land as though vacant) reflects the fact that the land value is derived from potential land use. The second determination (highest and best use of property as improved) refers to the optimum use that could be made of the property considering the existing structures, when applicable.

Highest and best use as vacant. The legally permissible uses of the subject site include single-family residential, multiple-family residential, offices, retail, restaurants, banks, motels, appliance repair shops, gasoline service stations, and automobile service garages which perform minor repairs. The potential for a zoning change appears to be unlikely. These land uses are generally compatible with other property types in the subject neighborhood.

The subject is comprised of a 0.06-acre land parcel with adequate shape, road frontage, and level topography. It is concluded that there are physical limitations on the non-residential development alternatives of the property as a result of its relatively small size. Based upon the size and physical characteristics, the zoning, the neighborhood and local market conditions, and the location of the subject parcel, a residential use is concluded to be financially feasible. Additionally, the maximally productive and highest and best use of the subject site as vacant is concluded to be a residential use.

APPRAISAL PROCESS:

The three traditional approaches to estimate the value of the income-producing properties are the Cost Approach, the Sales Comparison Approach (formerly called the Market Approach), and the Income Capitalization Approach. All three approaches are based upon the basic principle of substitution, which affirms that a prudent buyer will not pay more for a property than the cost of an equally desirable site plus the cost to construct a similar building (Cost Approach), the cost to acquire a competing property which is equal in desirability and utility (Sales Comparison Approach), or the cost to acquire a substitute income stream of equal quantity, quality, and durability (Income Capitalization Approach).

Based upon the subject property's being comprised of a vacant land parcel, the Cost and Income Capitalization Approaches were not considered to be appropriate for this valuation. Accordingly, the appraiser did not perform these two particular approaches to value the subject property. The subject property is a vacant commercial land parcel with no structures or long-term leases in place. Buyers of this type of property in the local market typically rely most heavily on the Sales Comparison Approach in making buying decisions. Additionally, recent sales activity of similar type properties in the local market is considered to be sufficient to produce credible results. Lastly, this appraisal process is concluded to be adequate based upon the intended use of this appraisal. Accordingly, the appraiser has determined that the performing of the Sales Comparison Approach in this appraisal process is sufficient to achieve credible assignment results based primarily upon the intended use of this appraisal. The appraiser has clearly identified and explained the scope of work for this assignment within this appraisal report

SUMMARY OF LAND VALUATION ANALYSIS:

A summary of the data pertaining to vacant land sales and offerings considered to be similar to the subject is presented below. Summary information pertaining to each of these comparables, aerial photographs and site plans, and a location map are presented at the conclusion of this appraisal report.

<u>COMP. NO.</u>	<u>RECORD NO.</u>	<u>LOCATION</u>	<u>DATE OF SALE</u>	<u>SALE PRICE</u>	<u>SQ. FT.</u>	<u>PRICE/SQ. FT.</u>
1	498241	1003 North A Street	06/10/16	\$20,500	5,563	\$3.69
2	470563	511 West Chase Street	02/05/15	\$18,000	3,920	\$4.59
3	497455	600 West Jackson Street (Current Offering)	09/28/16	\$12,000	2,614	\$4.59
4	494255	508 North A Street	06/23/16	\$19,000	3,049	\$6.23

The above land sales represent properties considered generally comparable to the subject. These parcels range in size from 2,614 to 5,563 square feet, which is generally larger than the size of the subject. All are suitable for a residential type of use, and all but one are zoned R-NC like that of the subject. Each is located in the immediate subject neighborhood within 8 blocks of the subject. These comparables range in price from \$12,000 to \$20,500, which equates to a broad unit price of \$3.69 to \$6.23 per square foot.

In this analysis, price adjustments were considered for such dissimilarities as property rights conveyed, atypical financing, conditions of the sale, market conditions (time), location, land size, shape, access/road frontage, topography, utilities availability, and zoning. Based upon the particular comparables included in this valuation analysis, no price adjustments were considered necessary for property rights conveyed, atypical financing, conditions of sale, topography, or utilities availability.

However, when compared to the subject, small upward unit price adjustments were considered to be necessary to each of the sales to account for the slightly improved local market conditions that have occurred since these sales were transacted. Upward unit price adjustments were concluded to be appropriate to Comparable Nos. 1 and 3 for locational differences. The largest of these adjustments was made to Comparable No. 1 based upon its location north of West Cervantes Street. The unit prices of Comparable Nos. 1 and 2 were adjusted slightly upward to account for their larger land size when compared to the subject. A small downward unit price adjustment was considered necessary to Comparable No. 1 to reflect its superior shape/width, relative to the subject. The unit price of Comparable No. 4 was adjusted downward to reflect its superior access (with frontage on two roads). Lastly, the unit price of Comparable No. 1 was adjusted upward based upon its inferior R-1A zoning classification when compared to the subject property.

After the above adjustments were made to the unit prices of the comparables, the indicated value range for the subject is \$4.65 to \$5.66 per square foot. In placing least weight on Comparable No. 1, which is the sale that resulted in the most and greatest price adjustments, a unit value towards the middle of the above range is concluded to be appropriate for the subject. Therefore, a value of \$5.00 per square foot is estimated for this valuation. This concluded unit value represents the middle and is well-bracketed by the unadjusted unit price range of the comparables, which are considered to be reasonable based upon property characteristics and current market conditions.

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

$$\begin{array}{rcccccc} 2,614 \text{ SQ. FT.} & & \times & & \$5.00/\text{SQ. FT.} & & = & & \$13,070 \\ & & & & \text{ROUNDED:} & & & & \underline{\underline{\$13,000}} \end{array}$$

The above total land value estimate is within the total sales price range of \$12,000 to \$20,500 that is indicated by the above comparables. Although this represents the lower end of the indicated range, it is concluded to be reasonable based primarily upon the generally larger size of the comparables, relative to the subject property.

c16-0369L

SUMMARY OF LAND SALES ADJUSTMENTS
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	Comp. No. 1	Comp. No. 2	Comp. No. 3	Comp. No. 4
Index Number	498241	470563	497455	494255
Total Sales Price	\$20,500	\$18,000	\$12,000	\$19,000
Square Feet	5,563	3,920	2,614	3,049
Price Per Square Foot	\$3.69	\$4.59	\$4.59	\$6.23
<u>Price Adjustments</u>				
Property Rights Conveyed	0%	0%	0%	0%
Adjusted Unit Price	\$3.69	\$4.59	\$4.59	\$6.23
Atypical Financing Terms	0%	0%	0%	0%
Adjusted Unit Price	\$3.69	\$4.59	\$4.59	\$6.23
Conditions of Sale	0%	0%	0%	0%
Adjusted Unit Price	\$3.69	\$4.59	\$4.59	\$6.23
Market Conditions (Time)	1%	5%	0%	1%
Adjusted Unit Price	\$3.72	\$4.82	\$4.59	\$6.29
<u>Adjustments- Physical Characteristics</u>				
Location	15%	--	10%	--
Size of Site	5%	5%	--	--
Shape of Site	-5%	--	--	--
Access/Road Frontage	--	--	--	-10%
Topography	--	--	--	--
Utilities Availability	--	--	--	--
Zoning	10%	--	--	--
Other Features	--	--	--	--
Cumulative Adjustments	25%	5%	10%	-10%
Adjusted Price Per Square Foot	\$4.65	\$5.06	\$5.05	\$5.66
			(Listing)	

RECONCILIATION AND VALUE CONCLUSION:

For this valuation of the subject vacant land parcel, only the Sales Comparison Approach was performed. In doing so, the market value of the fee simple title in the subject property as of September 28, 2016, based upon the appraisal assumptions and limiting conditions that are presented on the following pages, is estimated to be \$13,000. **As mentioned, this appraisal was prepared for the exclusive use of City of Pensacola, Planning Services Division.**

Exposure time is defined by USPAP as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. It is a retrospective opinion based on an analysis of past events assuming a competitive and open market. The previously-presented comparable sales were on the market between 50 to 291 days (1.7 to 9.7 months) before being sold. Based upon the subject's property type, overall characteristics, and concluded marketability, its estimated exposure time is concluded to have been approximately 6 to 9 months. Similarly, the estimated marketing time (i.e., the amount of time it would probably take to sell the subject property if it were exposed in the market, beginning on the date of this valuation) is projected to be approximately 6 to 9 months.

Attached are assumptions and limiting conditions of this appraisal, the certification of the appraiser, a copy of the appraiser's state certification, subject photographs, location maps, a legal description, a deed of the subject property, a plot plan, a site plan, an aerial photograph, a flood zone map, zoning maps, comparable land sales summary sheets, site plans and aerial photographs, a comparable land sales location map, and the appraiser's professional qualifications.

ASSUMPTIONS AND LIMITING CONDITIONS:

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

1. The three traditional approaches to value income-producing properties are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Commercial land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the absence of improvements, the performing of the Cost Approach was not considered to be applicable. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.
2. This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it clearly and accurately sets forth the appraisal in a manner that will not be misleading; contains sufficient information to enable the intended users of the appraisal to understand the report properly; and clearly and accurately discloses all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated within this report. The appraiser is not responsible for the unauthorized use of this appraisal report.
3. The client is the party who engages an appraiser (by employment or contract) in a specific assignment. A party receiving a copy of this report from the client does not, as a consequence, become a party to the appraiser-client relationship. Any person who receives a copy of this appraisal report as a consequence of disclosure requirements that apply to an appraiser's client, does not become an intended user of this report unless the client specifically identifies them at the time of the assignment. The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
4. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report. The property is appraised as though free and clear of any or all liens and encumbrances unless otherwise stated in this report. Responsible ownership and competent property management are assumed unless otherwise stated in this report. Typical mortgage loan encumbrances and utility easements are assumed to exist.
5. If the property is improved, it is assumed that the structural and mechanical components of the building are in good condition and operating properly, unless reported otherwise.

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

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

24. This valuation is contingent upon there being no contamination of the soil due to any source, including but not limited to underground tanks, if any.
25. This valuation is contingent upon a survey, legal description, and land area calculation being prepared by a qualified and properly licensed engineer to indicate the subject property to be basically the same as described in this appraisal report.

EXTRAORDINARY APPRAISAL ASSUMPTIONS:

There are no extraordinary assumptions of this appraisal.

HYPOTHETICAL CONDITIONS OF THE APPRAISAL:

There are no hypothetical conditions of this appraisal.

CERTIFICATION OF THE APPRAISER

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

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

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

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

A handwritten signature in blue ink, appearing to read "Charles C. Sherrill, Jr.", with a stylized flourish at the end.

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

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER

RZ1665

The CERTIFIED GENERAL APPRAISER
Named below IS CERTIFIED
Under the provisions of Chapter 475 FS.
Expiration date: NOV 30, 2016



SHERRILL, CHARLES C JR PA
410 E GOVERNMENT ST
PENSACOLA FL 32502

ISSUED: 08/20/2014

DISPLAY AS REQUIRED BY LAW

SEQ # L1408200003373

PHOTOGRAPHS OF SUBJECT PROPERTY



Front View of Subject Property

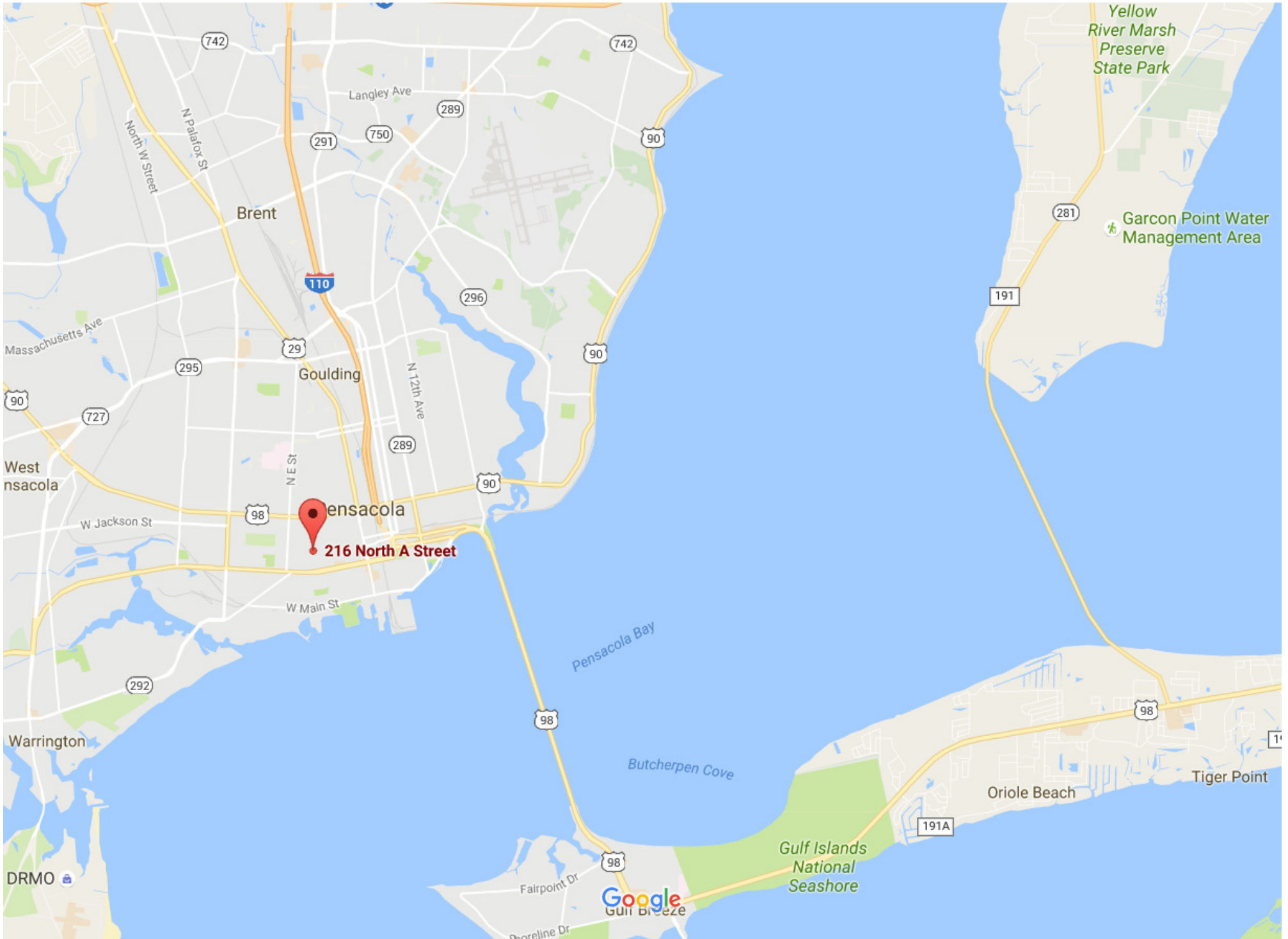


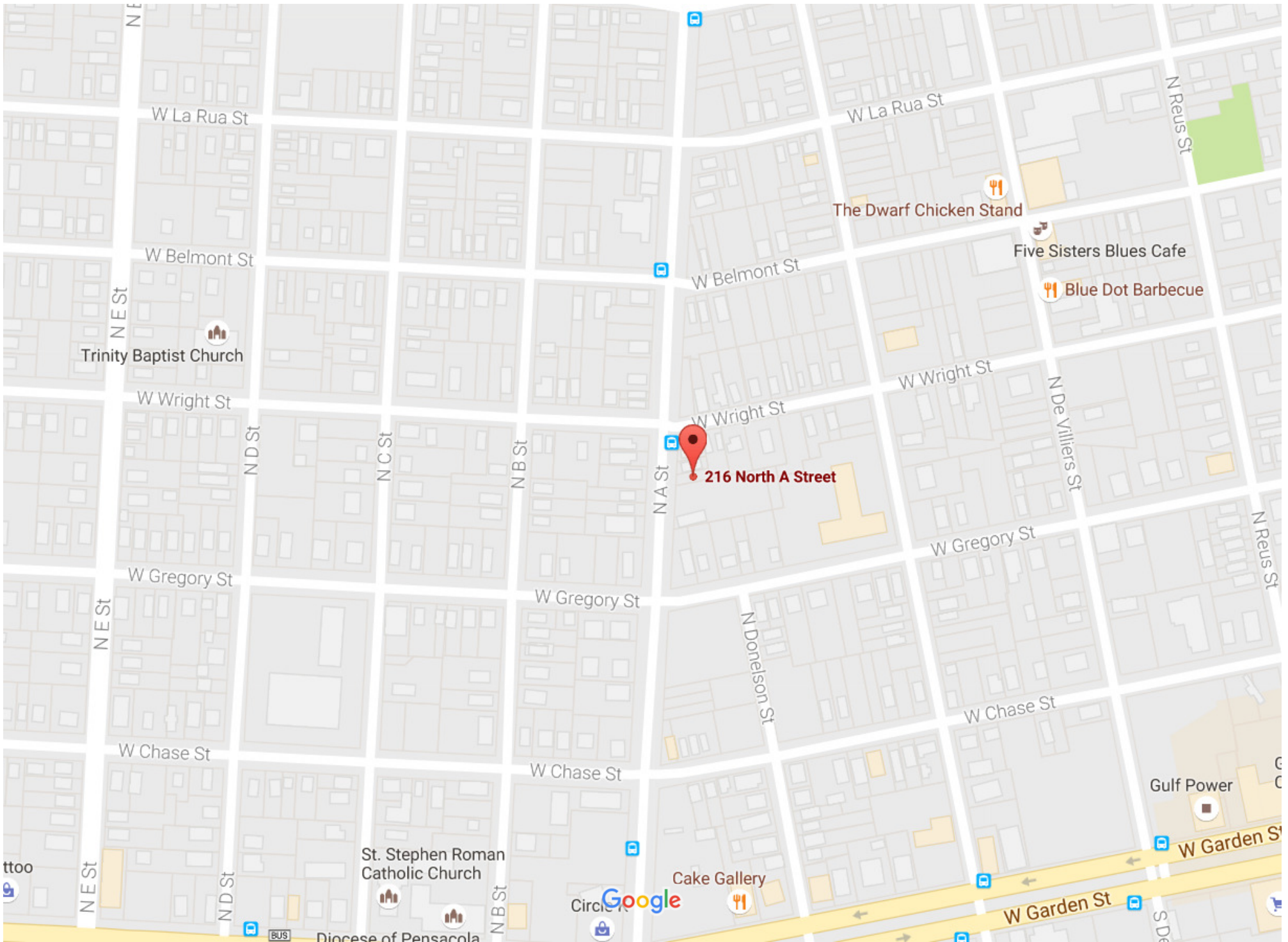
View of Interior of Subject Parcel

PHOTOGRAPHS OF SUBJECT PROPERTY



Subject Street Scene From North A Street





Trinity Baptist Church

The Dwarf Chicken Stand

Five Sisters Blues Cafe

Blue Dot Barbecue

216 North A Street

Gulf Power

St. Stephen Roman Catholic Church

Cake Gallery

Google

Circle K

Diocese of Pensacola

W Garden St

W Garden St

W La Rua St

W Belmont St

W Wright St

W Gregory St

W Chase St

W La Rua St

W Belmont St

W Wright St

W Gregory St

W Chase St

W Gregory St

W Chase St

N Reus St

N De Villiers St

N Donelson St

N Reus St

NE

NE St

NE St

NE St

ND St

NC St

NB St

ND St

NB St

SD St

<p>General Information</p> <p>Reference: 000S009010163083</p> <p>Account: 131804000</p> <p>Owners: COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA</p> <p>Mail: PO BOX 12910 PENSACOLA, FL 32521</p> <p>Situs: 216 N A ST 32502</p> <p>Use Code: VACANT RESIDENTIAL</p> <p>Taxing Authority: PENSACOLA CITY LIMITS</p> <p>Tax Inquiry: Open Tax Inquiry Window</p> <p>Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector</p>	<p>Assessments</p> <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2016</td> <td>\$7,189</td> <td>\$0</td> <td>\$7,189</td> <td>\$6,814</td> </tr> <tr> <td>2015</td> <td>\$6,195</td> <td>\$0</td> <td>\$6,195</td> <td>\$6,195</td> </tr> <tr> <td>2014</td> <td>\$6,195</td> <td>\$0</td> <td>\$6,195</td> <td>\$6,195</td> </tr> </tbody> </table> <p style="text-align: center;">Disclaimer</p> <hr/> <p style="text-align: center;">Amendment 1/Portability Calculations</p>	Year	Land	Imprv	Total	Cap Val	2016	\$7,189	\$0	\$7,189	\$6,814	2015	\$6,195	\$0	\$6,195	\$6,195	2014	\$6,195	\$0	\$6,195	\$6,195
Year	Land	Imprv	Total	Cap Val																	
2016	\$7,189	\$0	\$7,189	\$6,814																	
2015	\$6,195	\$0	\$6,195	\$6,195																	
2014	\$6,195	\$0	\$6,195	\$6,195																	

<p>Sales Data</p> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>02/13/2008</td> <td>6288</td> <td>1439</td> <td>\$100</td> <td>WD</td> <td>View Instr</td> </tr> <tr> <td>07/2003</td> <td>5191</td> <td>706</td> <td>\$100</td> <td>TD</td> <td>View Instr</td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	02/13/2008	6288	1439	\$100	WD	View Instr	07/2003	5191	706	\$100	TD	View Instr	<p>2016 Certified Roll Exemptions</p> <p>MUNICIPAL OWNED</p> <hr/> <p>Legal Description</p> <p>S 27 7/10 FT OF S 90 FT OF LTS 16 17 AND OF W 8 FT 4 IN OF LT 15 MAXENT TRACT BEL NO BLK 83 BELMONT TRACT OR 6288...</p> <hr/> <p>Extra Features</p> <p>None</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)														
02/13/2008	6288	1439	\$100	WD	View Instr														
07/2003	5191	706	\$100	TD	View Instr														

Parcel Information

Section Map Id:
[CA095](#)

Approx. Acreage:
0.0600

Zoned:
R-NC

Evacuation & Flood Information
[Open Report](#)

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

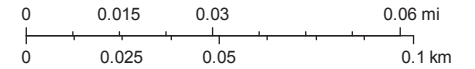
Chris Jones Escambia County Property Appraiser



September 27, 2016

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Easement
- Property Line

1:1,299



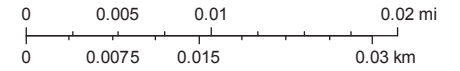
Chris Jones Escambia County Property Appraiser



September 27, 2016

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- County Road
- Interstate
- State Road
- US Highway
- All Roads
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- Property Line

1:435



Escambia County Property Appraiser
000S009010163083 - Full Legal Description

S 27 7/10 FT OF S 90 FT OF LTS 16 17 AND OF W 8 FT 4 IN OF LT 15 MAXENT TRACT BEL NO BLK 83
BELMONT TRACT OR 6288 P 1439 CA 95

This document was prepared by:
Stephen G. West, Assistant County Attorney
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502
(850) 595-4970

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

DEED

THIS DEED is made this 13th day of February, 2008, by Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 (Grantor), and the Community Redevelopment Agency of the City of Pensacola, a public body, corporate and politic, of the State of Florida, whose address is 180 Governmental Center, Pensacola, Florida 32502 (Grantee).


WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), and other good and valuable consideration in hand paid by Grantee, the receipt of which is acknowledged, conveys to Grantee and Grantee's heirs, executors, administrators, successors and assigns forever, land in Escambia County, Florida described in the attached Exhibit A (Property).

THIS CONVEYANCE IS SUBJECT TO taxes and assessments for the year 2008 and subsequent years; outstanding and unpaid taxes and assessments, if any, from previous years; conditions, easements, and restrictions of record, if any, but this reference does not operate to reimpose them; zoning ordinances and other restrictions and prohibitions imposed by applicable governmental authorities.

GRANTOR RESERVES an undivided 3/4 interest in, and title in and to an undivided 3/4 interest in, all the phosphate, minerals and metals that are or may be in, on, or under the Property and an undivided 1/2 interest in all the petroleum that is or may be in, on, or under the Property with the privilege to mine and develop the same.

IN WITNESS WHEREOF, Grantor has caused this deed to be executed in its name by its Board of County Commissioners acting by the Chairman of the Board, the day and year first above written.

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS


D. M. "Mike" Whitehead, Chairman

Date Executed

2-13-2008

Date BCC Approved

1-10-2008

Not Agenda Backup
Orbis 2/13/2008



WITNESST: Ernie Lee Magaha
Clerk of the Circuit Court



Deputy Clerk

Exhibit A

That certain property described in the Special Warranty Deed recorded in Official Record Book 3857 at page 779 of the public records of Escambia County, more particularly described as:

Commence at the southwest corner of Block 26, Old City Tract, City of Pensacola as copyrighted by Thomas C. Watson in 1906; thence proceed N 89° 02' 20" East along the South line of said Block 26, a distance of 10.00 feet to the point of beginning, said point being the intersection of the north right of way (R/W) line of Intendencia Street (R/W varies) and the East R/W line of Baylen Street (R/W varies); thence proceed North 00° 08' 28" East along said East R/W line of Baylen Street a distance of 119.10 feet; thence depart said line, proceed North 89° 11' 00" East a distance of 66.55 feet; thence proceed North 00° 02' 03" West a distance of 53.84 feet; thence proceed North 89° 23' 23" East a distance of 60.08 feet; thence proceed South 00° 06' 23" East a distance of 172.39 feet to the aforementioned North R/W line of Intendencia Street; thence proceed South 89° 02' 20" West along said North R/W line a distance of 127.22 feet to the Point of Beginning. Lying and being part of Section 46, Township 2 South, Range 30 West, Escambia County, Florida.

That certain property described in the Warranty Deed recorded in Official Record Book 4581 at page 1350 of the public records of Escambia County, and more particularly described as:

Lot 121 and the West 29 feet of Lot 120 and the West 60 feet of Lot 134, Block 14, Old City Tract, according to the Map of the City of Pensacola, copyrighted by Thos. C. Watson in 1906.

That certain property described in the Tax Deed recorded in Official Record Book 5191 at page 706 of the public records of Escambia County, and more particularly described as:

S 27 7/10 FT OF S 90 FT OF LTS 16 17 AND OF W 8 FT 4 IN OF LT 15 MAXENT TRACT BEL NO BLK 83 BELMONT TRACT CA 95 SECTION 00, TOWNSHIP 0 SOUTH, RANGE 00 WEST, REFERENCE NUMBER 000S009010163083, TAX ACCOUNT NUMBER 131804000

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
13-1804-000		SEE BELOW	16	000S00-9010-163-083

2015 Property Taxes

COMMUNITY REDEVELOPMENT
 AGENCY OF THE CITY OF PENSACOLA
 PO BOX 12910
 PENSACOLA, FL 32521

216 N A ST
 S 27 7/10 FT OF S 90 FT OF LTS 16 17 AND OF
 W 8 FT 4 IN OF LT 15 MAXENT TRACT BE
 See Additional Legal on Tax Roll

OFFICE
 (850) 438-6500
 Ext. 3252

PAY DELINQUENT TAXES BY CASH, CASHIER'S CHECK OR MONEY ORDER

AD VALOREM TAXES						
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED	
COUNTY	6.6165	6,195	6,195	0	0.00	
PUBLIC SCHOOLS						
BY LOCAL BOARD	2.1140	6,195	6,195	0	0.00	
BY STATE LAW	4.9990	6,195	6,195	0	0.00	
PENSACOLA	4.2895	6,195	6,195	0	0.00	
WATER MANAGEMENT	0.0378	6,195	6,195	0	0.00	
M.S.T.U. LIBRARY	0.3590	6,195	6,195	0	0.00	
TOTAL MILLAGE		18.4158		AD VALOREM TAXES	\$0.00	

KEEP

RETAIN THIS
 PORTION
 FOR
 YOUR
 RECORDS

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
		\$0.00
NON-AD VALOREM ASSESSMENTS		\$0.00

PLEASE
 PAY ONE
 AMOUNT
 SHOWN IN
 YELLOW
 SHADED
 AREA

COMBINED TAXES AND ASSESSMENTS	\$0.00	PAY ONE AMOUNT	See reverse side for important information
---------------------------------------	--------	-----------------------	--

If Received By Please Pay	Sep 30, 2016 \$0.00				
-------------------------------------	-------------------------------	--	--	--	--

AMOUNT
 DUE
 IF PAID
 BY

ACCOUNT NUMBER	ESCROW CD	ASSESSED VALUE	MILLAGE CODE	PROPERTY REFERENCE NUMBER
13-1804-000		SEE ABOVE	16	000S00-9010-163-083

2015 Property Taxes

COMMUNITY REDEVELOPMENT
 AGENCY OF THE CITY OF PENSACOLA
 PO BOX 12910
 PENSACOLA, FL 32521

216 N A ST
 S 27 7/10 FT OF S 90 FT OF LTS 16 17 AND OF
 W 8 FT 4 IN OF LT 15 MAXENT TRACT BE
 See Additional Legal on Tax Roll

CURRENT
 YEAR
 TAXES
 BECOME
 DELINQUENT
 APRIL 1

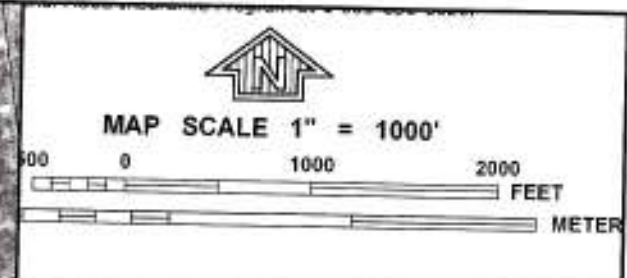
PAY DELINQUENT TAXES BY CASH, CASHIER'S CHECK OR MONEY ORDER

PAY IN U.S. FUNDS TO ESCAMBIA COUNTY TAX COLLECTOR • P.O. BOX 1312 • PENSACOLA, FL 32591-1312 (850) 438-6500 Ext. 3252

If Received By Please Pay	Sep 30, 2016 \$0.00				
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RETURN WITH
 PAYMENT

DO NOT FOLD, STAPLE, OR MUTILATE



NFIP
NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0390G

FIRM
FLOOD INSURANCE RATE MAP

ESCAMBIA COUNTY, FLORIDA
AND INCORPORATED AREAS

PANEL 390 OF 606

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS

COMMUNITY	NUMBER	PANEL	SUPPLY
ESCAMBIA COUNTY	120390	0390	0
PENSACOLA, CITY OF	120392	0390	0

Notes to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

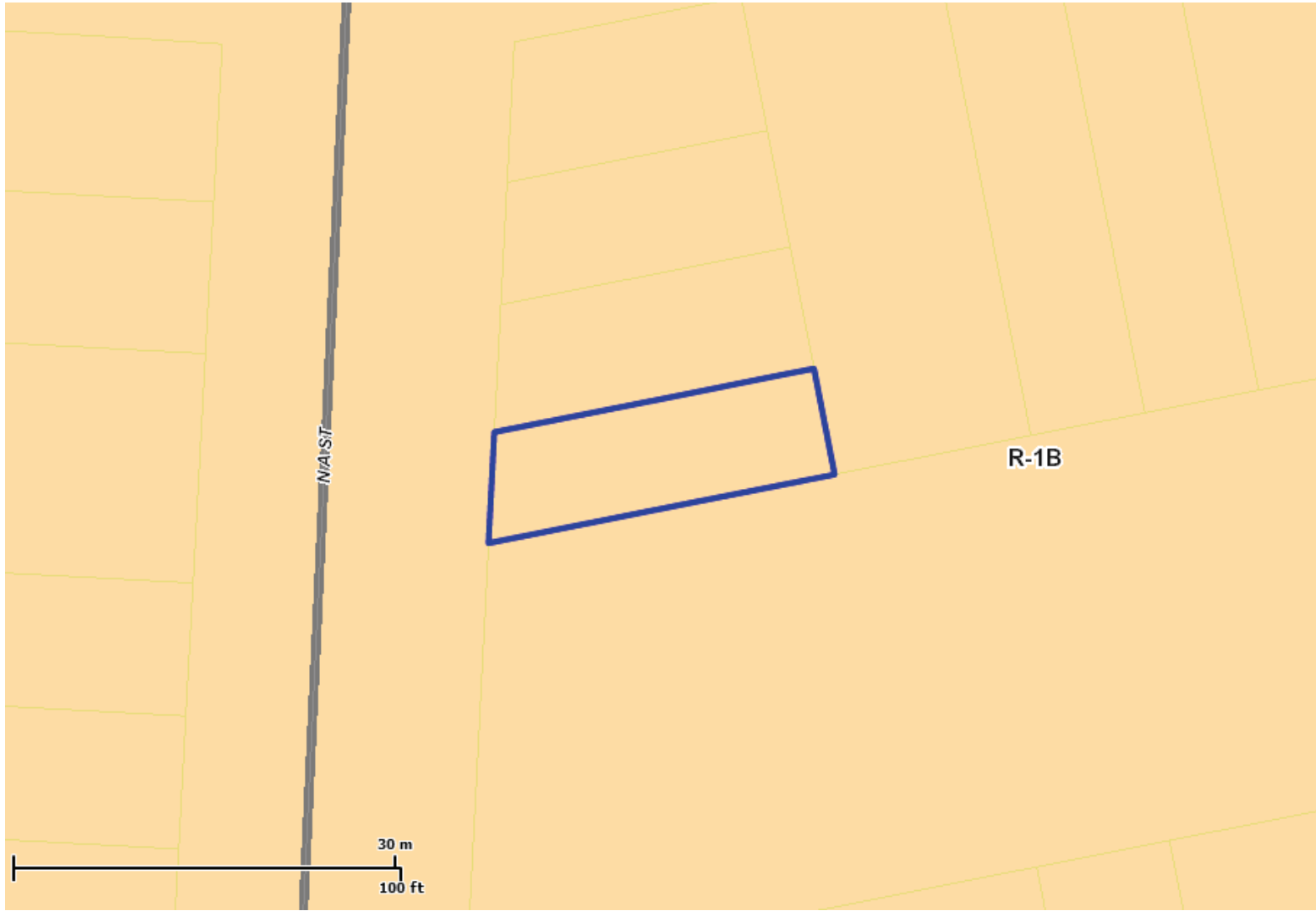


MAP NUMBER
12033C0390G

MAP REVISED
SEPTEMBER 29, 2006

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov



Disclaimer: 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.



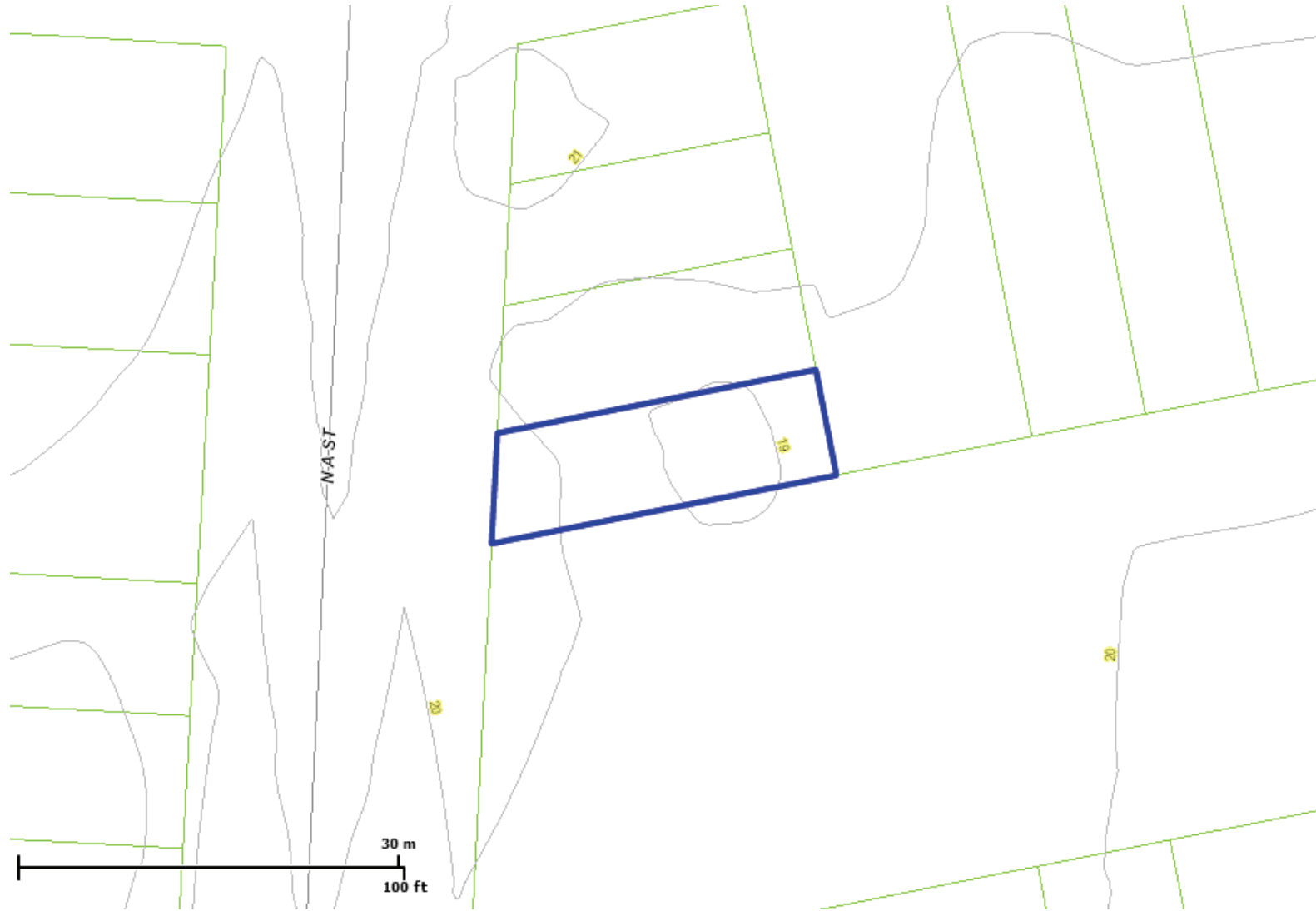
ZONING



Disclaimer: 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.



FUTURE LAND USE



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CONTOURS

COMPARABLE #1

LAND
MLS # 498241
Status: Sold
Address: 1003 N A ST
 PENSACOLA FL 32501
County: ESCAMBIA
Subdivision: WEST KING TRACT

Agent Full - For Agent's Only. Do Not Distribute to Clients.
Prop Type: RESIDENTIAL LOTS
Last Change: 6/13/2016
List Price: \$25,000
List Date: 4/16/2016
Lot Size: 44.5x125
Acres: 0.127700
Acre Price: \$160,532...
Approx Sqft:



Parcel # 000S00-9060-020-008
Elem: GLOBAL LEA Middle: WORKMAN High: PENSACOLA
Dir: From Cervantes to North on A Street. Lot is right after the church on the left
Legal: S 14 FT OF LT 20 ALL LT 21 BLK 8 WEST KING TRACT OR 7447 P 73 CA 106

Virtual To... **Media:**

Property Description

Just blocks from downtown, ready to be built on. Perfect piece of property for a downtown Cottage. This lot has been cleared and sits next to a row of North Hill Cottages. Perfect opportunity to buy a piece of "downtown" before its gone. Call today!!!

Agent Notes Call or text listing agent for info

TYPE USE	RESIDENTIAL	WATERFRONT	NO WATERFRONT
LOT LOCATION	INTERIOR	WATER VIEW	NONE
ACCESS/SURFACE	CITY STREET, PAVED	WATER	PUBLIC WATER
TOPOGRAPHY	HIGH/DRY, LEVEL	SEWER	PUBLIC SEWER
IMPROVEMENTS	CLEARED	OTHER UTILITIES	ELECTRICITY
		WATERFRONT FEATURE	NONE
		ZONING	CITY, RES SINGLE

County Zoning:		Assignment of Interest:	
SPECIAL SALE TYPE:	N/A	Seller Terms:	
Land Lease per Year:		Interest Rate:	
1st Mort Amount:	Mtg Amt Offered:	1st Mtg Incl:	Equity:
FEES INCLUDE:			
Contingency Reason:		ACCEPT FINANCING:	CASH, CONVENTIONAL

LstOff: Levin Rinke Realty - OFC: 850-916-5050	BuyAgt: 2%	List Type: EXCLUSIVE RIGHT OF SALE	LtdServ: N
LstAgt: Amanda Hurd - CELL: 850-375-3570	TrnsBrk: 2%	Agency Relationship: TRANSACTION BROKER	Sellers Ph:
LstAgt Email: amandahurdrealtor@yahoo.com	NonRep: 0%	Sellers: in file	
Co-Off:	Dual/Var?: Y	SHOWING: CALL AGENT	
Co-Agt:	Bonus Amt:	Bonus Exp Date:	
	Bonus Terms:		

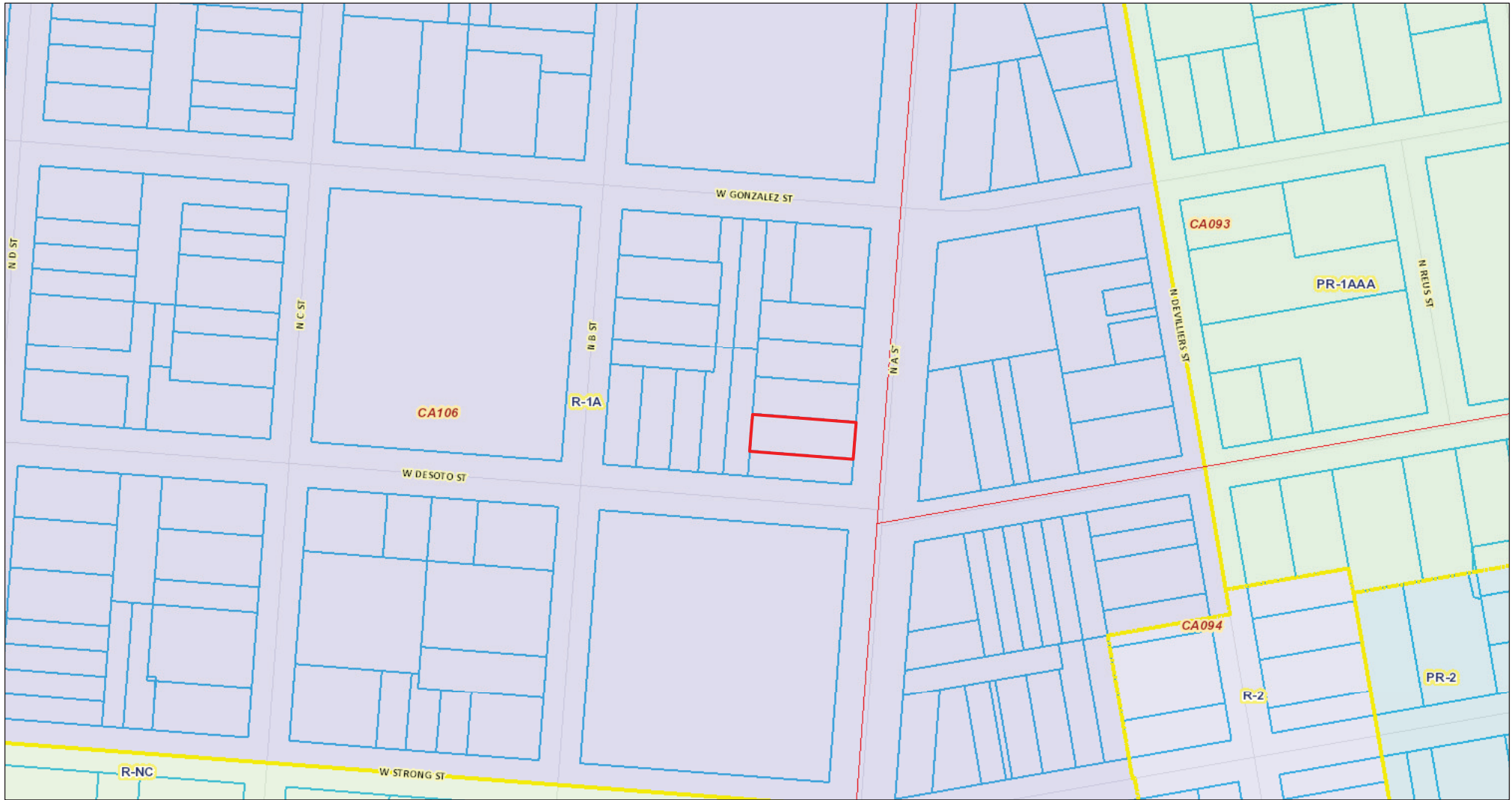
Sold Price: \$20,500	DOM/CDOM: 0 / 0	Buyer Name: DIVINITY BUILDERS GROUP
Closed Date: 6/10/2016	DUC:	Mortgage Type: CASH
Contract Date: 4/16/2016	Contingency Reason:	
Sale Factors:		

SellingOff: KELLER WILLIAMS REALTY GULF COAST - OFC: 850-471-5...
CoSellOff: **SellAgt:** JAMES GILBERT - CELL: 850-607-5531
CoSellAgt:

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Prepared by: CHARLES SHERRILL **Confidential: Agent Only. Do not Distribute to Client.** **10/05/2016 04:08 PM**

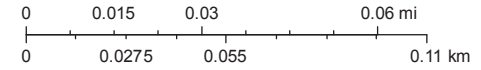
Chris Jones Escambia County Property Appraiser



October 5, 2016

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Easement
- Property Line

1:1,379



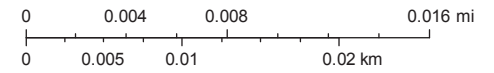
Chris Jones Escambia County Property Appraiser



October 5, 2016

- Map Grid
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1:321



LAND **Agent Full - For Agent's Only. Do Not Distribute to Clients.**
MLS # 470563 **Prop Type:** RESIDENTIAL LOTS **List Price:** \$18,000
Status: Sold **Last Change:** 2/6/2015 **List Date:** 10/7/2014
Address: 511 W CHASE ST **Lot Size:** 37 X 110
 PENSACOLA FL 32502 **Acreage:** 0.090000
County: ESCAMBIA **Acre Price:** \$200,000....
Subdivision: NONE **Approx Sqft:**
Client Hit Ct: 8 **Water Frontage:**
Parcel # 000S00-9080-190-010 **NumLots:** **Road Front Feet:**
Elem: GLOBAL LEA **Middle:** WORKMAN **High:** PENSACOLA **Front Foot Price**
Dir: WEST ON GARDEN ST TO NORTH ON DEVILLERS TO WEST (LEFT) ON CHASE ST



Legal: BEG 120 FT W OF NE COR OF BLK S 110 FT W 37 FT N 110 FT E 37 FT TO BEG BLK 10 OR 1976 P 540 MAXENT TRACT CA 96

Virtual To... **Media:**

Property Description
 Vacant land. Close to downtown. Price to sell!

Agent Notes Vacant land. Close to downtown. Price to sell! Please check with city for permitting and or building requirements.

LOT LOCATION INTERIOR **WATER** PUBLIC WATER
ACCESS/SURFACE CITY STREET **SEWER** SEWER AVAILABLE
IMPROVEMENTS CLEARED

County Zoning: **Assignment of Interest:**
SPECIAL SALE TYPE: AS IS, COURT APPROVAL REQUIRED **Seller Terms:**
Land Lease per Year: **Mtg Amt Offered:** **Interest Rate:**
1st Mort Amount: **1st Mtg Mo Pymt:** **1st Mtg Incl:** **Equity:**
FEES INCLUDE:
Contingency Reason: **ACCEPT FINANCING:** CASH, CONVENTIONAL

LstOff: ERIC GLEATON REALTY, INC - OFC: 850-477-5908 **BuyAgt:** 2.5% **List Type:** EXCLUSIVE RIGHT OF SALE **LtdServ:** N
LstAgt: ERIC L GLEATON - HOME: 850-477-5908 **TrnsBrk:** 2.5% **Agency Relationship:** TRANSACTION BROKER **Sellers Ph:**
LstAgt Email: ericgleaton@ericgleaton.com **NonRep:** 0% **Sellers:** In File
Co-Off: ERIC GLEATON REALTY, INC - OFC: 850-477-5908 **Dual/Var?:** N **SHOWING:** SEE AGENT NOTES, VACANT
Co-Agt: BRIAN KELLEY - CELL: 850-380-1292 **Bonus Amt:** **Bonus Exp Date:**
Bonus Terms:

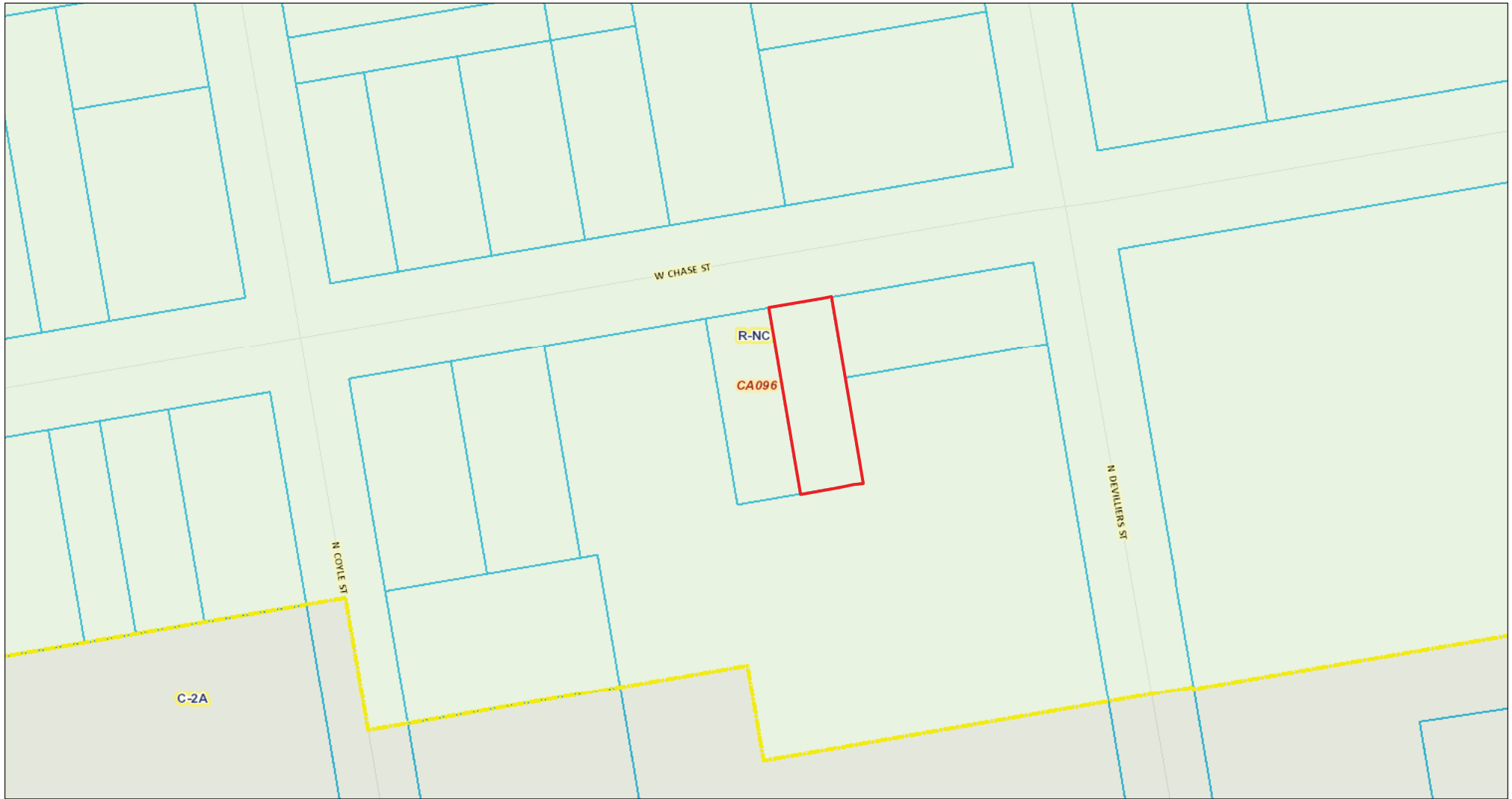
Sold Price: \$18,000 **DOM/CDOM:** 50 / 50 **Buyer Name:** We Are Having Fun, LLC
Closed Date: 2/5/2015 **DUC:** **Mortgage Type:** CASH
Contract Date: 11/26/2014 **Contingency Reason:**
Sale Factors:

SellingOff: ERIC GLEATON REALTY, INC - OFC: 850-477-5908 **SellAgt:** ERIC L GLEATON - HOME: 850-477-5908
CoSellOff: **CoSellAgt:**

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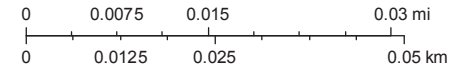
Chris Jones Escambia County Property Appraiser



October 5, 2016

- Map Grid
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- US Highway
- All Roads
- Easement
- Property Line

1:665

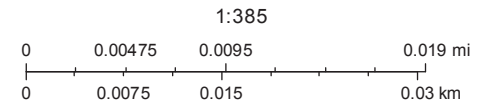


Chris Jones Escambia County Property Appraiser



October 5, 2016

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- US Highway
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- Property Line



Agent Full - For Agent's Only. Do Not Distribute to Clients.

LAND
MLS # 497455 **Prop Type:** RESIDENTIAL LOTS **List Price:** \$12,000
Status: Active **Last Change:** 7/9/2016 **List Date:** 12/11/2015
Address: 600 W JACKSON ST **Lot Size:** 27x104
 PENSACOLA FL 32501 **Acreage:** 0.060000
County: ESCAMBIA **Acre Price:** \$200,000....
Subdivision: NONE **Approx Sqft:**
Client Hit Ct: 29 **Water Frontage:**
Parcel # 000S00-9011-008-075 **NumLots:** **Road Front Feet:**
Elem: GLOBAL LEA **Middle:** WORKMAN **High:** PENSACOLA **Front Foot Price**
Dir: Start out by going west on Cervantes Street toward N. Palafox. Turn left onto N. Coyle St. Take second right onto W Jackson St. Lot is on the corner of Coyle and Jackson.
Legal: LT 8 BEL NO BLK 75 RE S/D OF BLK 75 WEST KING PB 2 P 38 OR 623 P 97 OR 6911 P 437 CA 94



Virtual To... **Media:**

Property Description

Great residential lot in up and coming area of downtown. Owner will consider a package deal including-this lot & MLS 493475

Agent Notes Owner will consider a package deal including-this lot, MLS 491571 & MLS 493475

LOT LOCATION CORNER
ACCESS/SURFACE CITY STREET, PAVED

WATER PUBLIC WATER
SEWER PUBLIC SEWER
ZONING RES SINGLE

County Zoning:
SPECIAL SALE TYPE: N/A

Land Lease per Year:

1st Mort Amount:

FEES INCLUDE:

Contingency Reason:

Mtg Amt Offered:

1st Mtg Mo Pymt:

Interest Rate:

1st Mtg Incl:

ACCEPT FINANCING:

Assignment of Interest:

Seller Terms:

Equity:

LstOff: KELLER WILLIAMS REALTY GULF COAST - OFC: 850-916-5800

LstAgt: HEATHER SHEARER - CELL: 850-390-5857

LstAgt Email: ha.shearer@yahoo.com

Co-Off:

Co-Agt:

BuyAgt: 2.5%

TrnsBrk: 2.5%

NonRep: 2.5%

Dual/Var?: N

Bonus Amt:

Bonus Terms:

List Type: EXCLUSIVE RIGHT OF SALE

Agency Relationship: SINGLE AGENT

Sellers: Faklis, George

SHOWING: VACANT

Bonus Exp Date:

LtdServ: N

Sellers Ph:

Sold Price:

Closed Date:

Contract Date:

Sale Factors:

DOM/CDOM: 291 / 291

DUC:

Contingency Reason:

Buyer Name:

Mortgage Type:

SellingOff:

CoSellOff:

SellAgt:

CoSellAgt:

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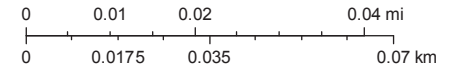
Chris Jones Escambia County Property Appraiser



October 5, 2016

1:958

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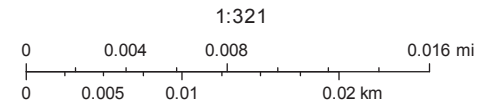


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- US Highway
- All Roads
- Easement
- Property Line

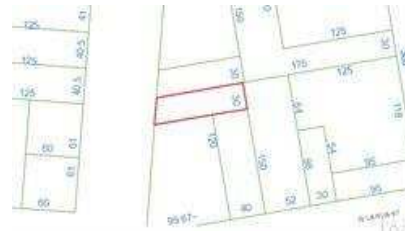


COMPARABLE #4

LAND Agent Full - For Agent's Only. Do Not Distribute to Clients.

MLS # 494255 **Prop Type:** RESIDENTIAL LOTS **List Price:** \$25,900
Status: Sold **Last Change:** 6/27/2016 **List Date:** 2/1/2016
Address: 508 N A ST **Lot Size:** 30*120
 PENSACOLA FL 32501 **Acreage:** 0.070000
County: ESCAMBIA **Acre Price:** \$271,428....
Subdivision: NONE **Approx Sqft:**

Parcel # 000S009010019078 **Client Hit Ct:** 18 **Water Frontage:**
Elem: GLOBAL LEA **Middle:** WORKMAN **NumLots:** **Road Front Feet:**
Dir: From W Cervantes Street, turn South on A Street. Lot is on the left.



Legal: N 30 FT OF S 150 FT OF W 125 F T BEL NO BLK 78 BELMONT TRACT OR 6772 P 1606 CA 95

Virtual To...

Media:



Property Description

Free and clear lot just a few blocks from downtown and directly next door to new construction. Great investment opportunity in an up-and-coming area.

Agent Notes Show and sell. Exact dimensions to be verified by buyer.

WATER PUBLIC WATER
SEWER PUBLIC SEWER

County Zoning:

SPECIAL SALE TYPE: N/A

Land Lease per Year:

1st Mort Amount:

FEES INCLUDE:

Contingency Reason:

Mtg Amt Offered:

1st Mtg Mo Pymt:

Interest Rate:

1st Mtg Incl:

Assignment of Interest:

Seller Terms:

Equity:

ACCEPT FINANCING: CASH, CONVENTIONAL

LstOff: WaterFrontCity Realty LLC - CELL: 850-712-2591

LstAgt: NANNETTE CHANDLER - CELL: 850-516-3863

LstAgt Email: nchandler10@gmail.com

Co-Off: WaterFrontCity Realty LLC - CELL: 850-712-2591

Co-Agt: Jamie Ross - CELL: 850-449-3454

BuyAgt: 2.5%

TrnsBrk: 2.5%

NonRep: 2.5%

Dual/Var?: Y

Bonus Amt:

Bonus Terms:

List Type: EXCLUSIVE RIGHT OF SALE

Agency Relationship: TRANSACTION BROKER

Sellers: See Chell Investments LLC

SHOWING: SEE AGENT NOTES

Bonus Exp Date:

LtdServ: N

Sellers Ph:

Sold Price: \$19,000

Closed Date: 6/23/2016

Contract Date: 6/3/2016

Sale Factors:

DOM/CDOM: 123 / 123

DUC:

Contingency Reason:

Buyer Name: Rios

Mortgage Type: CASH

SellingOff: WaterFrontCity Realty LLC - CELL: 850-712-2591

CoSellOff: WaterFrontCity Realty LLC - CELL: 850-712-2591

SellAgt: NANNETTE CHANDLER - CELL: 850-516-3863

CoSellAgt: Jamie Ross - CELL: 850-449-3454

-- Information deemed reliable but not guaranteed -- Copyright: 2015 by the Pensacola Association of Realtors, inc.

Prepared by: CHARLES SHERRILL

Confidential: Agent Only. Do not Distribute to Client.

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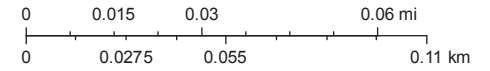
Chris Jones Escambia County Property Appraiser



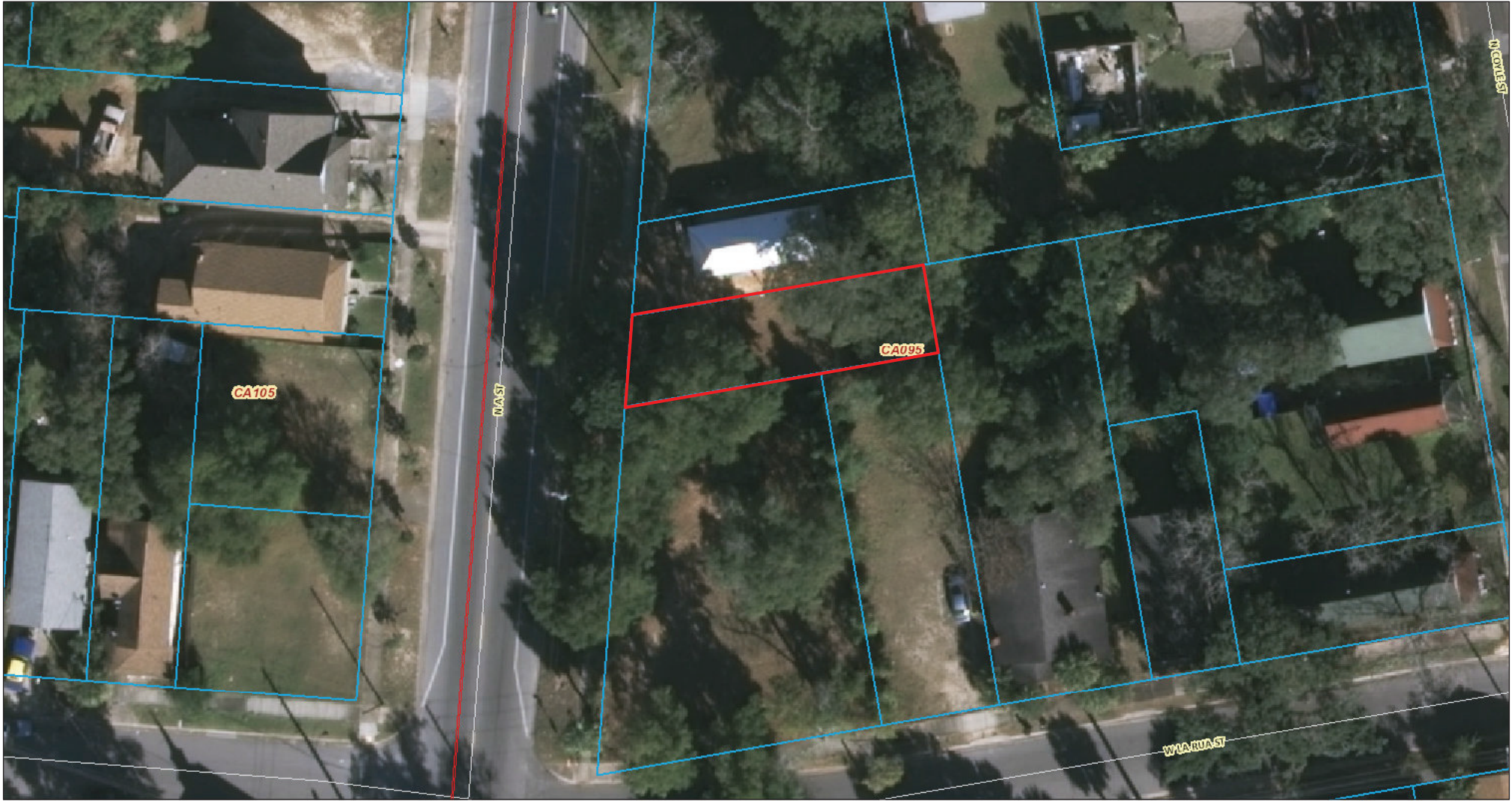
October 5, 2016

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Easement
- Property Line

1:1,379



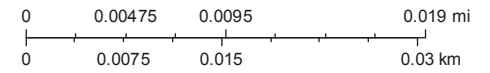
Chris Jones Escambia County Property Appraiser



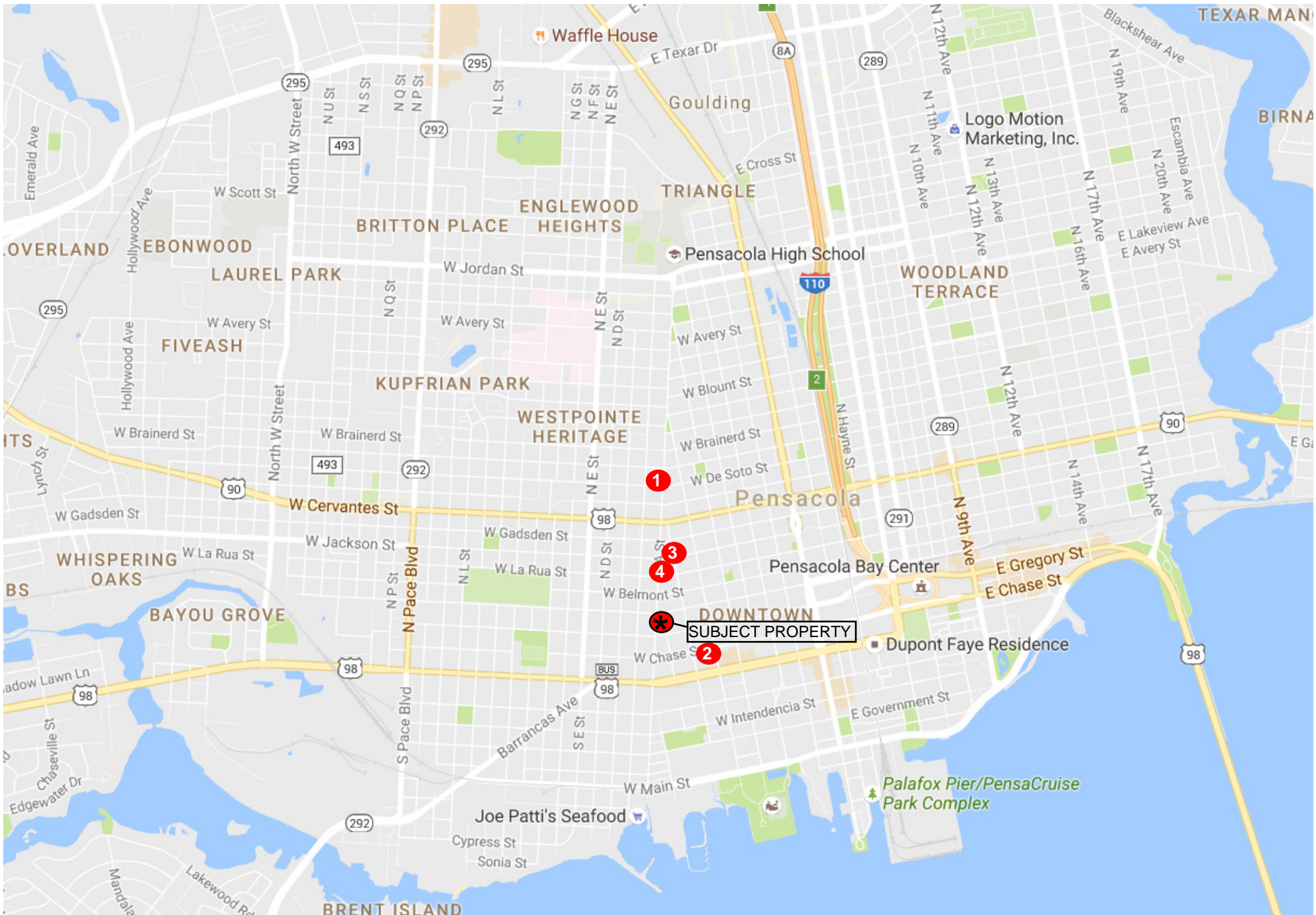
October 5, 2016

- Map Grid
- City Road
- County Road
- Interstate
- State Road
- US Highway
- All Roads
- Easement
- Property Line

1:385



COMPARABLE LOCATION MAP



APPRAISER'S QUALIFICATIONS

NAME: Charles C. Sherrill, Jr., MAI
TITLE: President
OFFICE ADDRESS: Sherrill Appraisal Company
410 East Government Street
Pensacola, Florida 32502
EDUCATION: Bachelor of Arts Degree in Economics, Washington & Lee University,
Lexington, Virginia (1984)

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

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

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

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

CONTINUING EDUCATION:

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

Appraisal Institute

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

APPRAISER'S QUALIFICATIONS

CONTINUING EDUCATION (Continued):

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

State Certification

USPAP Update

Florida Appraisal Laws and Regulations

Appraisal of 2-4 Family and Multi-Family Properties

Challenging Assignments for Residential Appraiser's

Foreclosure Basics for Appraiser's

Florida Appraiser Supervisor/Trainee Rules

Neighborhood Analysis

Communicating the Appraisal

Appraisal Principles

Sales Comparison Approach

Income Capitalization Approach

Cost Approach

Real Estate, Mortgages, and Law

EXPERIENCE:

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

PROFESSIONAL LICENSES:

State Certified General Appraiser (#RZ1665), State of Florida (1993-Present)

Licensed Real Estate Broker (#BK0436908), State of Florida (1996-Present)

Former Licensed Real Estate Salesman (#SL0436908), State of Florida (1985-1996)

Former State Certified Appraiser (#000439), State of Georgia (1991-1992)

PROFESSIONAL MEMBERSHIPS:

Member, Appraisal Institute; Awarded the MAI designation by the Appraisal Institute in 1991

Past Member, Regional Ethics and Counseling Panel - Appraisal Institute (1994-1996)

Past Member, Escambia County Value Adjustment Board (2008 – 2012)

Member, Pensacola Association of Realtors

Member, Florida Association of Realtors

Member, National Association of Realtors

Member, Branch Banking and Trust Company Local Advisory Board of Directors

Member, Pensacola Area Chamber of Commerce

CIVIC ACTIVITIES:

Member, Rotary Club of Pensacola (Former Board Director); Paul Harris Award Recipient

Past President and Executive Committee Member, Pensacola Sports Association Board of Directors

Current Board Member, Pensacola Sports Foundation

Past Secretary/Past Treasurer, Fiesta of Five Flags Association Board of Governors

Past Board Member and Trustee, Pensacola Historical Society Foundation

Past Member and Executive Committee Member, Pensacola State College Board of Governors

Member and Past Board Director & Executive Committee Member, Pensacola YMCA

Past Board Member and Former Treasurer, Pensacola Historical Society Board of Directors

Past President, Booker T. Washington High School Baseball Booster Club Board of Directors

Graduate, Leadership Pensacola (Class of 1999)

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

APPRAISER'S QUALIFICATIONS

LISTING OF APPRAISER CLIENTS:

Mortgage Loan Purposes


Aegon Realty Advisors Company	Liberty Bank
Bank of America	Metric Realty
BBVA Compass	Metropolitan Life Insurance Company
Beach Community Bank	National Bank of Commerce (Alabama)
Branch Banking & Trust (BB&T)	Navy Federal Credit Union
Canadian Imperial Bank of Commerce	Pen Air Federal Credit Union
Centennial Bank	Pensacola Government Credit Union
Chase Manhattan Mortgage Corp.	PNC Bank
Charter Bank	Premier Bank (Louisiana)
Coastal Bank and Trust	RBC Bank
Colonial Bank of Alabama	Regions Bank
Cumberland Bank (Kentucky)	ServisFirst Bank
Dollar Bank	Smart Bank
Equity Valuation Partners	Statewide Mortgage Company
First American Bank	SunTrust Banks, Inc.
First City Bank of Fort Walton Beach	Travellers Realty Investment Company
First Coast Community Bank	Tyndall Federal Credit Union
First National Bank of Commerce (Louisiana)	United Bank (Alabama)
First National Bank of Florida	Valuation Management Group
First Navy Bank	Vanguard Bank & Trust Company
Gulf Coast Community Bank	Whitney National Bank
GulfSouth Private Bank	Wachovia Corporation
Hancock Bank	Wells Fargo Bank

Market Value Purposes

Aetna Realty Advisors	Ford Motor Company
Bank of Boston	Florida Department of Transportation
Bank South N. A.	Gulf American SBL, Inc.
Baptist Health Care Corp.	Lakeview Center
Barnett Banks, Inc.	Lasalle Realty Advisors
Barnett Bank Trust Company N. A.	Midway Water Company
Catholic Church Diocese	PHH Relocation and Real Estate
Chicago Title Company	Pensacola Area Chamber of Commerce
Citicorp Real Estate	Pensacola Historical Society
City of Fort Walton Beach	Pensacola State College
City of Milton	Pensacola Preservation Board (State of Florida)
City of Pensacola	Port of Pensacola
Dusco Property Management	Presbytery of Florida
Episcopal Church Diocese	Recoll Management Corporation Insurance Co.
Escambia County, Florida	Sacred Heart Hospital
Escambia County Employees' Credit Union	Saltmarsh, Cleaveland & Gund
Escambia County Utilities Authority	Southern Company
Fairfield Communities, Inc.	SouthTrust Bank of Alabama, N.A.
Federal Aviation Administration	Various Estates, Attorney's, Accountants, Insurance
Federal Deposit Insurance Corporation	Companies, Churches, & Property Owners
First Alabama Bank	Waterfront Rescue Mission
First National Bank of Georgia	Wachovia Settlement Services, LLC
Fisher Brown Insurance Company (Cost Analysis)	WSRE Television

OFFICE of the CITY ATTORNEY

To: Council President Wingate and Members of City Council
Chairperson Cannada-Wynn and Members of Community
Redevelopment Agency

From: Lysia H. Bowling, City Attorney 

Date: December 14, 2017

Re: Conditions on the Sale of 216 North "A" Street

You have requested an opinion on whether the Community Redevelopment Agency may place conditions or restrictions on the sale of a property located within the Urban Core Community Redevelopment Area under the particular facts which have led to this request for an opinion.

The City of Pensacola Community Redevelopment Agency ("CRA") owns certain real property in the Urban Core Community Redevelopment Area ("Urban Core") located at 216 North "A" Street. The subject property comprises 0.06 acres and was acquired by the CRA in 2008. It is currently vacant and undeveloped and zoned as Residential Neighborhood Commercial (R-NC) with permitted land uses including single-family residential, multiple-family residential, offices, retail, restaurants, banks, motels, appliance repair shops, gasoline service stations, and automobile service garages which perform minor repairs.

On December 5, 2016, the CRA declared the property as surplus and available for disposition. An earlier appraisal performed in September 2016 estimated the market value of the property at Thirteen Thousand Dollars (\$13,000). In compliance with Section 163.380, Florida Statutes, the CRA published its intent to dispose of the property and invited proposals from interested parties as required by Section 163.380, Florida Statutes. As you are aware, the CRA staff received a single purchase offer for Five Thousand Dollars (\$5,000) from the Tucker family which owns and resides upon the adjacent parcel at 218 North "A" Street. The Tucker proposal involves acquisition of the property for residential use, maintaining its undeveloped status and fencing the property. The Tucker's propose to eventually develop the property with a residence

for their son. You are also aware that the Five Thousand Dollar (\$5,000) offer is below the fair market value of Thirteen Thousand Dollars (\$13,000) as determined by the appraisal.

Property owned by a redevelopment agency may be conveyed for less than fair market value. In any such case, the statute require that the purchase price must be determined to be in the public interest for uses in accordance with the redevelopment plan. That determination is made based on various factors including limitations and restrictions agreed to and assumed by the purchaser which may include assurances that the property is used in ways which prevent the recurrence of blight. Any sale at less than fair market value must be approved by the governing city after public hearing.

Section 163.380(2), Florida Statutes, requires that the sale price be at a value determined to be in the public interest for uses in accordance with the redevelopment plan, and that in determining the value the agency shall take into account and give consideration to, among other things, "the restrictions upon, and the covenants, conditions, and obligations assumed by, the purchaser ... " In the event the value of such real property being disposed of is for less than the fair value, such disposition requires approval of the city which created the agency following a duly noticed public hearing.

Section 163.380(1), Florida Statutes, provides that the agency may enter into purchase contracts providing for residential, commercial or other uses of the property in accordance with the community redevelopment plan, subject to such covenants, conditions and restrictions as it deems necessary to assist in preventing the development or spread of blight. Purchasers and their successors and assigns are obligated to use the property only in accordance with the redevelopment plan and such other requirements as the agency may determine to be in the public interest.

The Urban Core Redevelopment Plan contemplates development and redevelopment of property for residential uses. The plan states that: "[i]n order to continue growing, new residential development must occur," and, in fact, recognizes that the plan itself "supports significant residential growth within the Redevelopment Area ... [with] the emphasis on making downtown more family friendly..."

While the plan does not expressly address the property nor does it specify any particular use for the property, I have reviewed the proposal and find that nothing in the Tucker proposal is inconsistent with the redevelopment plan.

Section 163.380, Florida Statutes, contemplates disposal of property subject to conditions and restrictions upon the sale which prevent the recurrence of blight. The

placement of such conditions and restrictions upon the sale of the property would therefore be consistent with the statute. The CRA's authority to place conditions restricting the use of property is not without limitations. The conditions imposed must be consistent with the statute and the plan.

To that end, the CRA may wish to consider imposing restrictions on the purchaser which prohibit developing the property in ways conducive to elements of slum and blight. For instance, as the property is zoned for a wide range of permissible uses, the conveyance documentation could include restrictions - agreed to and voluntarily assumed by the purchaser - that the property must be used for residential purposes, or may not be used for businesses that sell smoking or drug paraphernalia, bars or package stores, an adult bookstore, cinema or other venue that offers entertainment of an illicit nature, games of chance or gambling of any kind, etc. The conveyance documentation could further specify that in the event the purchaser (or successors and assigns) violates the restrictions, the property may be reacquired by the CRA or the City.

Based on Section 163.380, Florida Statutes, the CRA may sell the property to the Tucker family for less than appraised value, provided (1) the sale is approved by the City after noticed public hearing, and (2) the sale price is determined to be in the public interest for uses in accordance with the redevelopment plan (i.e. residential uses), subject to appropriate restrictions set forth in the conveyance documentation which would prevent the property from uses conducive to blight. Presumably, such restrictions will present no hindrance to the Tucker family in light of their stated intent to use the property for residential purposes as described in its proposal.

Accordingly, you are advised that it would be legally permissible to include restrictions upon the use of the property which are agreed to and assumed by the purchaser in that such restrictions would constitute consideration for the sale.

CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT made this ____ day of _____, 2018 by and between **Community Redevelopment Agency of the City of Pensacola**, a public body, corporate and politic, of the State of Florida, whose address is 222 W. Main Street, Pensacola, FL 32502 (“Seller”) and **Stephanie and Andre Tucker**, husband and wife, whose address is 218 N. A Street, Pensacola, FL 32501, (“Purchaser”).

RECITALS:

- A. The City of Pensacola Community Redevelopment Agency ("CRA") owns certain real property in the Urban Core Community Redevelopment Area ("Urban Core") located at 216 North "A" Street which it desires to sell to Purchaser. The subject property comprises 0.06 acres and was acquired by the CRA in 2008. It is currently vacant and undeveloped and zoned as Residential Neighborhood Commercial (R-NC) with permitted land uses including single-family residential, multiple-family residential, offices, retail, restaurants, banks, motels, appliance repair shops, gasoline service stations, and automobile service garages which perform minor repairs.
- B. On December 5, 2016, the CRA declared the property as surplus and available for disposition. An earlier appraisal performed in September 2016 estimated the market value of the property at Thirteen Thousand Dollars (\$13,000). In compliance with Section 163.380, Florida Statutes, the CRA published its intent to dispose of the property and invited proposals from interested parties as required by Section 163.380, Florida Statutes. The CRA received a single purchase offer for Five Thousand Dollars (\$5,000) from Purchasers which owns and resides upon the adjacent parcel at 218 North "A" Street. The Purchasers' proposal involves acquisition of the property for residential use, maintaining its undeveloped status and fencing the property. The Purchasers propose to eventually develop the property with a residence for their son. The Five Thousand Dollar (\$5,000) offer is below the fair market value of Thirteen Thousand Dollars (\$13,000) as determined by appraisal.
- C. Property owned by a redevelopment agency may be conveyed for less than fair market value. In any such case, the statute requires that the purchase price must be determined to be in the public interest for uses in accordance with the redevelopment plan. That determination is made based on various factors including limitations and restrictions agreed to and assumed by the purchaser which may include assurances that the property is used in ways which prevent the recurrence of blight. Any sale at less than fair market value must be approved by the governing city after public hearing.
- D. Section 163.380(2), Florida Statutes, requires that the sale price be at a value determined to be in the public interest for uses in accordance with the redevelopment plan, and that in determining the value the agency shall take into account and give consideration to, among other things, "the restrictions upon, and the covenants, conditions, and obligations assumed

by, the purchaser ... " In the event the value of such real property being disposed of is for less than the fair value, such disposition requires approval of the city which created the agency following a duly noticed public hearing.

- E. Section 163.380(1), Florida Statutes, provides that the agency may enter into purchase contracts providing for residential, commercial or other uses of the property in accordance with the community redevelopment plan, subject to such covenants, conditions and restrictions as *it* deems necessary to assist in preventing the development or spread of blight. Purchasers and their successors and assigns are obligated to use the property only in accordance with the redevelopment plan and such other requirements as the agency may determine to be in the public interest.
- F. The Urban Core Redevelopment Plan contemplates development and redevelopment of property for residential uses. The plan states that: "[i]n order to continue growing, new residential development must occur," and, in fact, recognizes that the plan itself "supports significant residential growth within the Redevelopment Area ... [with] the emphasis on making downtown more family friendly...
- G. Section 163.380, Florida Statutes, contemplates disposal of property subject to conditions and restrictions upon the sale which prevent the recurrence of blight. The placement of such conditions and restrictions upon the sale of the property would therefore be consistent with the statute. The CRA's authority to place conditions restricting the use of property is not without limitations. The conditions imposed must be consistent with the statute and the plan.
- H. To that end, the CRA may wish to consider imposing restrictions on the purchaser which prohibit developing the property in ways conducive to elements of slum and blight. For instance, as the property is zoned for a wide range of permissible uses, the conveyance documentation could include restrictions - agreed to and voluntarily assumed by the purchaser - that the property must be used for residential purposes, or may not be used for businesses that sell smoking or drug paraphernalia, bars or package stores, an adult bookstore, cinema or other venue that offers entertainment of an illicit nature, games of chance or gambling of any kind, etc. The conveyance documentation could further specify that in the event the purchaser (or successors and assigns) violates the restrictions, the property may be reacquired by the CRA or the City.
- I. Based on Section 163.380, Florida Statutes, the CRA may sell the property to the Purchaser for less than appraised value, provided (1) the sale is approved by the City after a noticed public hearing, and (2) the sale price is determined to be in the public interest for uses in accordance with the redevelopment plan (i.e. residential uses), subject to appropriate restrictions set forth in the conveyance documentation which would prevent the property from uses conducive to blight. Presumably, such restrictions will present no hindrance to the Purchasers in light of their stated intent to use the property for residential purposes as described in its proposal.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1.0 Purchase of Real Property. Subject to the terms, covenants, and conditions herein set forth, Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, the following described parcel located in Pensacola, Escambia County, Florida:

N 31 8/10 FT OF S 59 8/10 FT OF S 90 FT OF LTS 16 17 AND OF W 8 32/100 FT OF LT 15
MAXENT TRACT BEL NO BLK 83 BELMONT TRACT OR 6056 P 663 OR 6571 P 30 CA 95

2.0 Purchase Price. The purchase price for the Property (the "Purchase Price") is five thousand and no/100 dollars (\$5,000.00). The Purchase Price shall be payable as follows:

2.1 On the Closing Date, Purchaser shall pay or cause to be paid to Seller the balance of the Purchase Price by confirmed wire transfer of funds, subject to all adjustments, credits, setoffs, and prorations as provided in this Contract.

3.0 Time for Acceptance and Effective Date. This Contract shall be accepted and executed by the Seller and delivered to Purchaser within five (5) business days after the execution hereof by Purchaser. In the event that this Contract is not accepted, executed and delivered by Seller as stated herein, this Contract shall be considered null and void. The effective date (the "Effective Date") of this Contract for purposes of performance, shall be the date when the last one of Seller or Purchaser has signed this Contract and communicated the fact of such execution to the other party (the "Effective Date").

4.0 Inspection Period.

4.1 Purchaser, its agents, employees and independent contractors shall have the right during the term of this Contract to enter upon the Property to make such surveys, inspections and tests of and/or concerning the Property, as Purchaser may desire, with such activities being conducted by Purchaser at Purchaser's sole cost and expense. These activities shall not damage the Property and Purchaser shall restore the Property to its condition prior to such activities. Purchaser agrees to indemnify and hold Seller harmless from and against all claims, demands, losses, damages, and expenses including, without limitation, reasonable attorney's fees and appellate attorney's fees, for non-payment of services rendered to Purchaser or mechanics liens or liability for damage to persons or property arising from any activity permitted hereunder or any change in the existing condition of the Property by Purchaser or by its agents, servants, employees, contractors and representatives. This indemnity provision shall survive the expiration or termination of this Contract.

4.2 Purchaser shall have thirty (30) days (the "Inspection Period") subsequent to the Effective Date of this Contract to determine at Purchaser's sole discretion if the Property is suitable to Purchaser for the intended use pursuant to the terms of this agreement and the Purchasers' Response to the RFP taking into consideration any factor being relevant by Purchaser, including, but

not limited to, access, availability of curb cuts, cost and capacity of electricity and other utilities, soil conditions, soil borings, Phase I and II ESAs, engineering assessments, value, governmental requirements and restrictions, drainage and environmental requirements, zoning, permitting and other governmental approvals. Purchaser may at any time during the Inspection Period, notify Seller in writing of Purchaser's election to terminate this Contract in which event all parties shall be relieved of all further liabilities under this Contract, except for those rights, duties and obligations that specifically survive termination of this Contract.

4.3 Seller agrees and consents to the submission by the Purchaser of all documents reasonably necessary for Purchaser to obtain its Permits and Approvals during the Inspection Period. In connection with the same, Seller agrees to execute any applicable governmental authorizations authorizing the Purchaser to act as the Seller's owner's representative in regards to the same and shall join in or execute such other applications to, or filing with, all applicable governmental agencies, as may be reasonably required. Notwithstanding the foregoing, the Permits and Approvals shall not be binding on the Seller or the Property until after Closing.

5.0 Survey.

5.1 Within thirty (30) days after the Effective Date, Purchaser, at its expense, may order a boundary and as-built survey for the Property (the "Survey"). If the Survey shows any encroachment on said Property or any encroachment of the improvements on the land of others, or any other state of facts that would impair Purchaser's marketability of title, the same shall be treated as a title defect and handled in the same manner as title defects as described herein. The Survey shall be certified to Seller and Purchaser and the Title Company. Purchaser shall deliver certified copies of the Survey and legal description to the Seller. Seller hereby agrees to provide Purchaser copies of any surveys of, environmental studies and other studies on the Property in Seller's possession within five (5) days after the Effective Date.

5.2 Purchaser shall pay for the cost of the Survey.

6.0 INTENTIONALLY DELETED

7.0 Time and Place of Closing. It is intended that the closing (the "Closing") of the transaction contemplated herein shall take place at the offices of the CRA, 222 W. Main Street, Pensacola, Florida 32502 within fifteen (15) days after the expiration of the Inspection Period. In the event of the occurrence of any contingency herein set forth, the party exercising the right of termination shall notify the other party in writing, in which event all parties shall be relieved of all further liability under this Contract, except for those rights, duties and obligations that specifically survive termination of this Contract.

8.0 Deed of Conveyance. Seller shall convey, by Warranty Deed, to Purchaser on the Closing Date, good marketable, insurable fee simple title to the Property subject only to following exceptions (the "Permitted Exceptions"):

8.1 Any taxes for the year of closing and taxes for special assessments which are not shown as existing liens by the public records.

8.2 All applicable zoning rules and regulations.

8.3 All matters shown on the Survey which are not objected to by Purchaser.

8.4 Covenants, conditions, limitations, restrictions, easements and mineral rights and reservations of record which are not objected to by the Purchaser.

8.5 The Warranty Deed shall convey title of the Subject Property to Purchaser subject to a reversionary interest granting to the Seller. The parties agree that conveyance documents will require that the Subject Property be developed and devoted to (a) the uses specified in and in accordance with Florida Statutes, Chapter 163, Part III, "Community Redevelopment Act of 1969", (b) the City of Pensacola Urban Core Community Redevelopment Plan (2010), (c) the Purchasers' proposal involving acquisition of the property for residential use, maintaining its undeveloped status and fencing the property with eventual development of the property by Purchasers with a residence for their son, and (d) subject to appropriate restrictions set forth in the conveyance documentation which would prevent the property from uses conducive to blight.

8.6 To accomplish the statutory obligation to begin any improvements on such real property within a reasonable time, the parties agree to a reverter clause which: (a) requires the Purchasers to commence construction within seven (7) years from taking title to the Subject Property, subject to reasonable extension for good cause; and (b) requires that if it becomes necessary for the Seller to exercise its rights under the reverter clause, that the Seller pay to Purchasers an amount equal to the lesser of \$5,000 or the fair market value of the Subject Property.

8.7 Purchasers agree to the terms of this agreement which prohibit developing the property in ways conducive to elements of slum and blight. Purchasers agree to and voluntarily assume the following restrictions which shall be included in the conveyance documents: that the property must be used for residential purposes, or may not be used for businesses that sell smoking or drug paraphernalia, bars or package stores, an adult bookstore, cinema or other venue that offers entertainment of an illicit nature, games of chance or gambling of any kind, etc.

9.0 Evidence of Title.

9.1 On or before thirty (30) days after the Effective Date, Purchaser shall procure, at Purchaser's expense, a title insurance commitment for an ALTA Form B marketability policy in the full amount of the Purchase Price (the "Commitment"). The Commitment shall have an effective date that is after the Effective Date of this Contract and that is within ten (10) days of the date of its issuance. Not later than thirty (30) days after the date on which the deed of conveyance is recorded, the Title Company shall deliver the final title insurance policy to Purchaser. This provision shall survive the Closing.

9.2 If the Commitment contains any exceptions other than the Permitted Exceptions which additional exceptions render title unmarketable or if the Commitment contains any other items that would indicate that the title is not in the condition required for performance hereunder, Purchaser shall give written notice to Seller specifying the additional exceptions that render title unmarketable or objectionable to Purchaser other than the Permitted Exceptions. Such notice shall be given not later than ten (10) days after delivery of the Commitment to Purchaser. Upon receipt of the notice, Seller shall have ten (10) days either (i) to fulfill the requirements in said Commitment, remove the additional exceptions with reasonable effort and reasonable expenditures or otherwise remedy any defects in title or (ii) to fully terminate this Contract if unable to furnish satisfactory title. Upon termination this Contract shall cease and the parties shall have no further rights, duties or obligations under this Contract, except for those rights, duties and obligations that specifically survive termination of this Contract. In the alternative, Purchaser shall have the right, but not the obligation, to accept title in its then current condition, without any reduction of the Purchase Price.

9.3 Seller and Purchaser each agree to provide reasonable affidavits and documentation to enable the Title Company to delete all Schedule B-I requirements, the "gap" exception, and the construction lien and parties in possession exceptions from the Commitment at Closing, Seller and Purchaser each shall be responsible for satisfying those Schedule B-I requirements applicable to them.

10.0 As Is Sale. Purchaser hereby agrees that Purchaser shall purchase the Property wholly "as is"; it being agreed that except as specifically set forth herein neither Seller nor any other person has made any representations or warranties whatsoever whether oral, written, expressed or implied pertaining to the Property, the condition thereof, the permitted uses thereof, the value thereof or any other matter with respect to the Property.

11.0 INTENTIONALLY DELETED.

12.0 Default.

12.1 If Seller shall default in the performance of its obligations under this Contract, Purchaser at its option shall have the right to elect either (i) to terminate this Contract by giving notice to Seller, in which event this Contract shall be deemed null and void with no party having any further rights or obligations under the Contract, except for those rights, obligations, and remedies that specifically survive the termination of this Contract; or (ii) to seek to specifically enforce the terms and conditions of this Contract. Except for those rights, obligations, and remedies that specifically survive the termination of this Contract, these are the sole and exclusive remedies of Purchaser.

12.2 If Purchaser shall default in the performance of his obligations under this Contract, Seller shall have the right to terminate this Contract by giving written notice to Purchaser, in which event the Deposit shall be paid to Seller as liquidated and agreed upon damages, consideration for the execution of this Contract and in full settlement of any and all claims of Seller, whereupon all parties shall be relieved of all obligations under this Contract. Receipt of the Deposit

and termination of Purchaser's rights under this Contract shall be Seller's sole and exclusive remedy and recourse in the event of default by Purchaser; provided however, that Purchaser shall also be responsible for the removal of any liens asserted against the Property by persons claiming by, through or under Purchaser, but not otherwise. Purchaser and Seller agree that this is a bona fide liquidated damages provision and not a penalty or forfeiture provision. Seller hereby irrevocably waives all other rights and remedies including without limitation suits for damages and the right to enforce specific performance. In addition to the foregoing, Seller may grant such extensions of time as Seller may deem proper under the circumstances without waiving Seller's right thereafter to terminate this Contract and receive the Deposit.

13.0 Prorations. The following items shall be paid, apportioned, and prorated (based on the actual number of days in the month in which the Closing Date occurs, on the assumption that the Closing occurs at 12:01 a.m. on the Closing Date) between Seller and Purchaser:

13.1 Certified, conformed, and ratified special assessments liens as of the Closing Date (and not as of the Effective Date) which are not objected to by the Purchaser shall be paid by Seller. Pending liens as of the Closing Date shall be assumed by Purchaser. If the improvement has been substantially completed as of the Closing Date, such pending liens shall be considered certified, confirmed, or ratified, and Seller, at the Closing, shall be charged an amount equal to the last estimate of assessment for the improvement by the applicable public body.

14.0 Closing Costs.

14.1 Seller shall pay the cost of recording any corrective instruments as to the fee title, the documentary stamps on the deed, and the resulting title policy.

14.2 Purchaser shall pay the cost of recording the deed, the cost of the Survey and the closing agent fee.

14.3 Each party shall pay its own attorney's fees.

15.0 Risk of Loss. Seller shall bear the risk of all loss or damage to, or destruction of, the Property and Improvements up to and including the date and time of Closing.

16.0 Condemnation. If at or before the Closing, the Property or any portion of the Property shall be condemned or taken pursuant to any power of eminent domain, or if any written notice of any taking or condemnation is issued, or if any proceedings are instituted or threatened by any governmental authority having the power of eminent domain, Seller shall promptly give Purchaser written notice of such taking or condemnation, or any pending or threatened proceedings; and Purchaser shall have the right to terminate this Contract by giving Seller written notice to that effect, within ten (10) days of receipt of Seller's notice, whereupon the Escrow Agent shall promptly return the Deposit to Purchaser, and thereafter the parties shall have no further obligation or liability under this Contract or with respect to the Property, at law or in equity; or, in the alternative,

Purchaser may elect to proceed to Closing with no reduction in the Purchase Price and any condemnation award shall be paid over to and shall become the sole property of Purchaser and the property so taken or sold shall not be subject to this Contract. Seller and Purchaser agree to cooperate with each other to obtain the highest and best price for the condemned property.

17.0 INTENTIONALLY DELETED.

18.0 INTENTIONALLY DELETED.

19.0 Assignability. It is anticipated that the Purchaser may form an entity in which it holds ownership that will own the Subject Property. Purchaser may assign its rights under this Contract to such an entity, with Seller's prior written consent, which consent shall not be unreasonably withheld. Otherwise, this Contract may not be assigned.

20.0 Radon Notice. As required by Section 404.056(7) Florida Statutes, the following notification is made regarding radon gas:

RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

21.0 Integration. This Contract constitutes the entire agreement between the parties, and supersedes all prior negotiations, writings, agreements, or other understandings between the parties with respect to the subject matter of this Contract.

22.0 Captions. The captions of this Contract are for convenience only and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Contract.

23.0 Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall be deemed to constitute one agreement.

24.0 Interpretation. This Contract, and the exhibits or addenda to this Contract, have been negotiated at arm's length by Seller and Purchaser, and the parties mutually agree that for the purpose of construing the terms of this Contract or exhibits or addenda, neither party shall be deemed responsible for the drafting of this Contract.

25.0 Severability. The unenforceability or invalidity of any one or more provisions of this Contract shall not affect the validity or enforceability of any other provisions of this Contract.

26.0 Binding Effect. This Contract shall be binding on and shall inure to the benefit of the parties and their respective heirs, devisees, legal representatives, successors, and permitted assigns.

27.0 Attorney's Fees. In connection with any dispute arising under, from, or as a result of this Contract, the parties agree that the prevailing party or parties shall be entitled to recover all costs or expenses incurred, including reasonable attorneys' fees and fees for the services of accountants, paralegal, legal assistants, and similar persons (including any appeals from any litigation and enforcement of judgments). This provision shall survive the Closing or any termination of this Contract.

28.0 Further Assurances. Purchaser and Seller each agree from time to time to execute and deliver such further and other transfers, assignments, and documents and to do all matters and things that are legally required or reasonably necessary to effectuate the intentions of this Contract. This provision shall survive the Closing.

29.0 Modification. This Contract may not be modified orally or in any other manner than by an agreement in writing signed by the party against whom the enforcement is sought. The Escrow Agent shall not be required to join in the execution of any amendments unless its rights or obligations under this Contract are affected.

30.0 INTENTIONALLY DELETED.

31.0 Governing Law. This Contract and all transactions contemplated by this Contract shall be governed by and construed and enforced in accordance with the internal laws of Florida without regard to principles of conflicts of laws.

32.0 Jurisdiction and Venue. The parties acknowledge that a substantial portion of negotiations and anticipated performance of this Contract occurred or shall occur in Escambia County, Florida, and therefore, without limiting the jurisdiction or venue of any other federal or state courts, each of the parties irrevocably and unconditionally agrees that any lawsuit, action, or other legal proceeding arising out of or related to this Contract may be brought in Escambia County, Florida.

33.0 Notices. Any notice, demand, request, consent or other instrument which may be or is required to be given under this Contract shall be in writing and either served personally or sent by United States registered or certified mail, return receipt requested, postage prepaid, or deposited with a reputable overnight courier service such as Federal Express, and addressed to such party at its address set forth below, or when transmitted by facsimile transmission to the respective parties at the numbers specified below, or at such other place as either party may designate by written notice to the other. Any written notice sent by mail should be deemed to have been served as of the next regular day for delivery or mail after the date it was mailed in accordance with the foregoing provisions. For purposes of this Contract, notice shall be sent to Seller and Purchaser as follows:

To Seller: Community Redevelopment Agency of the City of Pensacola,
180 Governmental Center
Pensacola, FL 32502

To Purchaser: Stephanie and Andre Tucker
218 North A Street
Pensacola, FL 32501,

With Copies to: John P. Daniel
Begg and Lane RLLP
501 Commendencia Street
Pensacola, Florida 32502

34.0 Survival. No representations, warranties and covenants of Seller shall survive the Closing other than as herein specifically set forth.

35.0 Time. Time is of the essence of this Contract.

**Seller: Community Redevelopment Agency of the City of
Pensacola**

DATE: _____

P.C. Wu, Chairperson

Attest:

**PURCHASER: Stephanie and Andre Tucker
Husband and Wife**

DATE: _____

Stephanie Tucker

Witness

Andre Tucker

Witness



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-01

City Council

1/11/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 18-01 - DOWNTOWN IMPROVEMENT BOARD WASTE CO-OP

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 18-01.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Downtown Improvement District is a dependent special district within the City of Pensacola and is governed by the Downtown Improvement Board (DIB). Florida Statutes 189-012 mandates that a dependent special district must have a budget that requires approval by the governing body of a single municipality. Each year, the Downtown Improvement Board's budget is adopted by City Council at the mandated public hearings as part of the budget process. In order to maintain a balanced budget, supplemental budget resolutions require approval by City Council during the course of a fiscal year.

In October 2017, the DIB was asked to resume the management of the Palafox Waste Co-Op. Due to this change, the DIB is requesting an amendment to the Fiscal Year 2018 Parking Fund budget to reflect the revenue and additional expenses associated with the management of the waste co-op. Also included in the supplemental budget resolution is an appropriation for the purchase of a compactor enclosure which is required for the management of the Palafox Waste Co-Op. The costs associated with the purchase of the compactor enclosure will be repaid by the 19 co-op participants over a 5 year period. On Wednesday, December 13, 2017, the DIB approved the oversight of the management of the Palafox Waste Co-Op as well as the proposed budget adjustments.

PRIOR ACTION:

September 20, 2017 - City Council formally adopted a beginning FY 2018 Budget for the Downtown Improvement Board.

FUNDING:

N/A

FINANCIAL IMPACT:

Approval of the supplemental budget resolution will provide funding to implement the management of the Palafox Waste Co-Op and will provide for a balanced budget for the Downtown Improvement Board for Fiscal Year 2018.

CITY ATTORNEY REVIEW: Yes

12/19/2017

STAFF CONTACT:

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

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 18-01
- 2) Supplemental Budget Explanation No. 18-01

PRESENTATION: No

**RESOLUTION
NO. 18-01**

A RESOLUTION
TO BE ENTITLED:

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

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

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below for the Downtown Improvement Board, 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. PARKING FUND

	Fund Balance	48,000
To:	Co-Op Participaton	69,706
To:	Compactor Loan Re-Payment	12,000
To:	Republic - Dumpster Service	47,054
To:	Keep Pensacola Beautiful	12,161
To:	Landfill Fees	1,287
To:	Security Fees	3,000
To:	Special Event Dumpster Service	6,204
To:	Compactor Construction	60,000

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

**THE CITY OF PENSACOLA DOWNTOWNN IMPROVEMENT BOARD
 JANUARY 2018 SUPPLEMENTAL BUDGET RESOLUTION NO. 18-01**

FUND	AMOUNT	DESCRIPTION
A. PARKING FUND		
Estimated Revenues:		
Co-Op Participaton	69,706	Appropriate estimated revenue from Co-Op Participaton
Compactor Loan Re-Payment	12,000	Appropriate estimated revenue from Compactor Loan Re-Payment
Total Revenues	<u>81,706</u>	
Fund Balance	<u>48,000</u>	Increase appropriated Fund Balance
Total Revenues and Fund Balance	<u><u>129,706</u></u>	
Appropriations:		
Republic - Dumpster Service	47,054	Appropriate funding for Dumpster Service
Keep Pensacola Beautiful	12,161	Appropriate funding for Keep Pensacola Beautiful
Landfill Fees	1,287	Appropriate funding for Landfill Fees
Security Fees	3,000	Appropriate funding for Security Fees
Special Event Dumpster Service	6,204	Appropriate funding for Special Event Dumpster Service
Compator Construction	60,000	Appropriate funding for Compatro Construction
Total Appropriations	<u><u>129,706</u></u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 18-03

City Council

1/11/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 18-03 - RESIDENTIAL PROPERTY IMPROVEMENT PROGRAM - HOUSING INITIATIVES FUND

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 18-03.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Community Redevelopment Agency has approved a Residential Property Improvement Program administered through an agreement with the West Florida Regional Planning Council (WFRPC). The WFRPC will lead an outreach campaign, in coordination with CRA staff, to attract interest from residents within targeted districts of the City's designated community redevelopment areas.

Funding for this program will come from the Community Redevelopment Agency (CRA) Fund, the Eastside TIF Fund, and the Inner City Housing Initiatives Fund in the General Fund. Funds within the CRA Fund were appropriated in the Fiscal Year 2018 Budget and funds within the Eastside TIF Fund were appropriated in November on the Non-Encumbered Carryover Budget Resolution No. 17-76.

In Fiscal Year 2017 City Council adopted Supplemental Budget Resolution No. 17-44 designating the funds to the Housing Initiatives Fund specifically for use in the Pensacola Inner City Community Redevelopment Area in order to fund affordable housing rehabilitation projects. However, those funds were not carried forward to Fiscal Year 2018.

PRIOR ACTION:

August 10, 2017 - City Council adopted Supplemental Budget Resolution No. 17-44 appropriating \$440,000 in

the Housing Initiatives Fund.

FUNDING:

Budget:	\$ 300,000	Eastside TIF Fund
	440,000	Inner City Housing Initiatives Fund
	<u>70,000</u>	Urban Core Community Redevelopment Agency Fund
	<u>\$ 810,000</u>	

Actual:	\$ 300,000	Eastside TIF Fund
	440,000	Inner City Housing Initiatives Fund
	<u>70,000</u>	Urban Core Community Redevelopment Agency Fund
	<u>\$ 810,000</u>	

FINANCIAL IMPACT:

Adoption of the Supplemental Budget Resolution will appropriate the funds in the Inner City Housing Initiatives Fund

CITY ATTORNEY REVIEW: Yes

12/28/2017

STAFF CONTACT:

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

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 18-03
- 2) Supplemental Budget Explanation No. 18-03

PRESENTATION: No

**RESOLUTION
NO. 18-03**

A RESOLUTION
TO BE ENTITLED:

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

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

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. HOUSING INITIATIVES FUND

To:	Fund Balance	440,000
To:	Grants & Aids (Inner City Community Redevelopment Area)	440,000

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA

JANUARY 2018 - INNER CITY HOUSING INITIATIVES EXPLANATION NO. 18-03

FUND	AMOUNT	DESCRIPTION
A. HOUSING INITIATIVES FUND		
Fund Balance	<u>440,000</u>	Increase appropriated fund balance
Appropriations		
Grants & Aids (Inner City Community Redevelopment Area)	440,000	Appropriate Funding For Grants & Aids
Total Appropriations	<u>440,000</u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 01-18

City Council

1/11/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 01-18 REGULATING THE USE OF PUBLIC RIGHT-OF-WAY BY WIRELESS COMMUNICATIONS FACILITIES AND INFRASTRUCTURE BY SERVICE PROVIDERS

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 01-18 on first reading.

AN ORDINANCE CREATING ARTICLE VII, SECTION 11-4-182 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; REGULATING THE USE OF THE PUBLIC RIGHTS-OF-WAY BY WIRELESS COMMUNICATIONS FACILITIES AND INFRASTRUCTURE BY SERVICE PROVIDERS; AUTHORIZING THE ADMINISTRATIVE PROMULGATION OF IMPLEMENTING RULES AND REGULATIONS CONFORMING TO THE PROVISIONS OF THE ADVANCED WIRELESS INFRASTRUCTURE DEPLOYMENT ACT OF 2017; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The technological evolution of the wireless communications industry continues to impact local governments by placing greater demands upon the use of public rights-of-way. In response, the 2017 Florida Legislature adopted the Advanced Wireless Infrastructure Deployment Act, establishing a process for local governments to follow when a service provider requests use of the public right-of-way, and allowing the adoption of local rules and regulations for the placement of facilities which conform to the provisions of the new law. The Proposed Ordinance, if adopted, will allow the City of Pensacola to implement rules and regulations to achieve the degree of regulation that the new law permits for local governments.

PRIOR ACTION:

October 12, 2017 - City Council approved Ordinance No. 29-17, providing for a 120 day moratorium on the permitting of collocation of small wireless or micro wireless facilities.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

12/29/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Derrick Owens, Public Works Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 01-18
- 2) Ordinance No. 29-17
- 3) Sec. 337.401 (7), Florida Statutes, Advanced Wireless Infrastructure Deployment Act

PRESENTATION: No

PROPOSED ORDINANCE NO. 01-18

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CREATING ARTICLE VII OF TITLE XI, SECTION 11-4-182 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; REGULATING THE USE OF THE PUBLIC RIGHTS-OF-WAY BY WIRELESS COMMUNICATIONS FACILITIES AND INFRASTRUCTURE BY SERVICE PROVIDERS; AUTHORIZING THE ADMINISTRATIVE PROMULGATION OF IMPLEMENTING RULES AND REGULATIONS CONFORMING TO THE PROVISIONS OF THE ADVANCED WIRELESS INFRASTRUCTURE DEPLOYMENT ACT OF 2017; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature has adopted the Advanced Wireless Infrastructure Deployment Act, sec. 337.401 (7), Florida Statutes, allowing local governments to adopt objective design standards for the placement of certain wireless facilities in the public rights-of-way; and

WHEREAS, state legislation allows local governments to promulgate rules and regulations governing the placement of utility poles in the public rights-of-way consistent with the provisions of the legislation; and

WHEREAS, it is the intent of the City of Pensacola, Florida, to develop applicable rules and regulations pertaining to the placement of wireless facilities and infrastructure and to implement the regulatory procedures provided by state law; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Article VII of Title XI, Section 11-4-182 of the Code of the City of Pensacola, Florida, is hereby created to read:

TITLE XI. TRAFFIC AND VEHICLES.

ARTICLE VII. RIGHTS-OF-WAY.

Sec. 11-4-182. Use of Rights-of-Way by Wireless Communications Facilities.

(a) Definitions.

The definitions of all applicable terms shall be as provided in Chapter 12-14 of the Code of the City of Pensacola, Florida, with the exception that the following terms shall be defined as provided in sec. 337.401 (7) (b), Florida Statutes:

1. Antenna
2. Applicable Codes
3. Applicant
4. Application
5. Authority
6. Authority utility pole
7. Collocate or collocation
8. FCC
9. Micro wireless facility
10. Small wireless facility
11. Utility pole
12. Wireless facility
13. Wireless infrastructure provider
14. Wireless provider
15. Wireless services
16. Wireless service provider
17. Wireless support structure

(b) Generally.

The placement of telecommunication towers and antennae anywhere in the corporate limits of the City of Pensacola shall in all cases be subject to the City's zoning and land use regulations, including those set forth in Title XII, the Land Development Code. Where placement of a wireless antenna in the public right-of-way has been approved by the City and to the extent not inconsistent with any City zoning and land use regulations, a wireless antenna attached to a permitted and legally maintained vertical structure in the public right-of-way, such as a utility pole, shall, unless otherwise agreed to by the City in writing:

1. not extend more than 10 feet above the highest point of the vertical structure;
2. not have any type of lighted signal, lights, or illuminations unless required by an applicable federal, state, or local rule, regulation or law;

3. comply with any applicable Federal Communications Commission Emissions Standards;
4. comply with any applicable local building codes in terms of design, construction and installation; and
5. not contain any commercial advertising thereon.

(c) Rules and Regulations.

The Mayor is authorized to administratively promulgate such rules and regulations as may be necessary and appropriate to regulate the placement of wireless facilities and infrastructure in the public right-of-way in conformity with applicable provisions of state law, and to designate such staff as necessary to receive, process and make determinations with respect to applications for the placement of wireless facilities and infrastructure. Such rules and regulations shall be subject to the following criteria:

1. The registration fee required of applicants for the placement of wireless facilities and infrastructure shall be reasonably calculated to equal the City's cost of receiving, assessing, determining, awarding and maintain records with respect to each application, whether for an individual facility or for multiple facilities covered by a single application, but such fee shall not exceed \$100 per placement of each wireless facility.
2. The permit fee for the placement of wireless facilities on poles or other structures owned by the City of Pensacola shall be \$150 per facility per year.
3. All fees imposed shall be reasonable and nondiscriminatory and not based upon any services provided by the applicant.
4. All provisions of federal and state statutes, rules and regulations, and the provisions of the Code of the City of Pensacola, Florida, pertaining to historic preservation and the historic districts regulated by the City, which have not been preempted or superseded by sec. 337.401 (7), Florida Statutes, shall continue to be

enforced and shall not be repealed, abated or waived by this ordinance.

5. All applications by small and micro wireless facilities providers and installers to place utility poles and other supporting structures in the public rights-of-way shall be processed in accordance with sec. 337.401 (6), and shall be subject to the codes, policies, practices, and rules and regulations of the City with respect to the placement of such poles and other supporting structures in the public rights-of-way.

(d) Prohibited Collocations, Attachments, Installations and Services.

The provisions of this sec. 11-4-182 of the Code of the City of Pensacola, Florida, does not authorize, and the City hereby prohibits, the following:

1. This section does not authorize a person or entity to collocate or attach wireless facilities, including any antenna, micro wireless facility, or small wireless facility, on a privately owned utility pole, a privately owned wireless support structure, or other private property without the consent of the property owner.
2. The approval of the installation, placement, maintenance, or operation of a small wireless facility pursuant to this section does not authorize the provision of any voice, data, or video services or the installation, placement, maintenance, or operation of any communication facilities other than small wireless facilities in the public right-of-way.
3. This section does not affect any provisions relating to pass-through providers contained in this Code of Ordinances and contained in Section 337.401 (6), Florida Statutes.
4. This section does not authorize a person or entity to collocate small wireless facilities or micro wireless facilities on a City utility pole or erect a wireless support structure in a location subject to covenants, conditions, restrictions, articles of incorporation, and bylaws of a homeowners' association. This paragraph does

not apply to the installation, placement, maintenance, or replacement of micro wireless facilities on any existing and duly authorized aerial communications facilities.

SECTION 2. Severability. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, word, or portion of this Ordinance not otherwise determined to be invalid, unlawful, or unconstitutional.

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

SECTION 4. Effective Date. This Ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola, Florida.

Passed: _____

Approved: _____
President of City Council

Attest:

City Clerk

PROPOSED
ORDINANCE NO. 40-17

ORDINANCE NO. 29-17

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

WHEREAS, this Ordinance is enacted pursuant to the home rule powers of the City of Pensacola as set forth at Article VIII, Section 2 of the Constitution of the State of Florida, Chapter 166, Florida Statutes and other applicable controlling law; and

WHEREAS, during the 2017 Legislative Session, the state legislature passed House Bill 687 amending Florida Statutes Section 337.401, creating what is known as the "Advanced Wireless Infrastructure Deployment Act"; and

WHEREAS, such legislation was approved by the Governor on June 23, 2017, and became effective on July 1, 2017 under Chapter 2017-136, Laws of Florida (referred to herein as the "Law"); and

WHEREAS, the Law establishes a process by which wireless providers may place certain "small wireless facilities" and "micro wireless facilities" (as such terms are defined in the Law) on, under, within, or adjacent to certain utility poles or wireless support structures within public rights-of-way that are under the jurisdiction and control of an "authority" (i.e., a county or municipality having jurisdiction and control of the rights-of-way of any public road); and

WHEREAS, the law further provides that local government entities are authorized to prescribe and enforce reasonable rules or regulations with reference to placing and maintaining across, on, or within the right-of-way limits of any road under their respective jurisdictions any wireless facilities; and

WHEREAS, the City currently has regulations pertaining to wireless facilities within its Code of Ordinances, specifically codified within Chapter 12 of the City's Land Development Code which need to be evaluated in light of the Law; and

WHEREAS, City staff has not had adequate time to evaluate the impacts or address local issues that are presented by the Law and take action accordingly; and

WHEREAS, City staff has been directed to analyze the effects of the Law and existing zoning regulations to analyze criteria for issuance of permits for small wireless facilities and micro wireless facilities in the public rights-of-way in compliance with the new legislation and to make recommendations that will better promote the health, safety, morals and general welfare of the City; and

WHEREAS, the City has determined that it is in the best interest of the residents of the City to protect the general public health, safety, and welfare by studying and planning for this new technology, including how to best support this new technology as provided in the Law and address potential impacts on the quality of life and the surrounding community within the parameters of authority granted in the new Law; and

WHEREAS, the City Council finds and declares a need to temporarily suspend the further acceptance and processing of applications, and issuance of any permits or approvals pertaining to collocation on existing or the installation of new utility poles and other wireless support structures in the public rights-of-way to support small wireless facilities or micro wireless facilities for a period of 120 days, NOW, THEREFORE,

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1: Findings of Fact: The City Council finds and declares that:

(1) All of the statements set forth in the foregoing recitals to this Ordinance are true and correct and are hereby ratified, affirmed and made a part of this Ordinance.

(2) For the purposes set forth herein, it is in the best interest of the general public and there exists a need to declare a moratorium on the issuance of permits or approvals for small wireless facilities or micro wireless facilities in the public rights-of-way in order for City staff to study controlling law regarding Chapter 2017-136, Laws of Florida and make recommendations to the City Council as to the modifications of City regulations that should be considered by it.

(3) The City of Pensacola has complied with all requirements and procedures of Florida law in processing and advertising this Ordinance.

SECTION 2. That a temporary moratorium is hereby imposed on the submission and processing of applications and any issuance of permits pertaining to collocation on existing or the installation of new utility poles or other wireless support structures in the right-of-way to support small wireless facilities or micro wireless facilities (as referenced in Section 337.401, Florida Statutes) within the corporate limits of the City of Pensacola. While the temporary moratorium is in effect, the City shall temporarily suspend all activities relating to accepting, processing or approving any application relating to the establishment or operation of a small wireless facility or micro wireless facility (as referenced in Section 337.401, Florida Statutes) in order for the City to have the time and opportunity necessary to implement a framework of authorized regulation and fee structure as provided in the newly enacted portions of Section 337.401, Florida Statutes.

SECTION 3. Duration of moratorium/extension.

a) The temporary moratorium set forth in this Ordinance shall take effect immediately upon the effective date of this Ordinance and shall be terminated one hundred twenty (120) days after said effective date.

b) No applications for approvals subject to the moratorium will be accepted by the City until the moratorium has expired, unless this Ordinance is superseded by a subsequent duly enacted Ordinance of the City of Pensacola governing the same subject matter herein.

c) The City Council may extend the temporary moratorium established in this Ordinance by enactment of an ordinance upon a finding by the City Council set forth in the ordinance that the

problems giving rise to the need for the temporary moratorium established herein continue to exist.

SECTION 4. Boundaries. This Ordinance shall be applicable to all properties within the boundaries of the City of Pensacola.

SECTION 5. Severability. If any section, sentence, phrase, word, or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word, or portion of this Ordinance not otherwise to be invalid, unlawful, or unconstitutional.

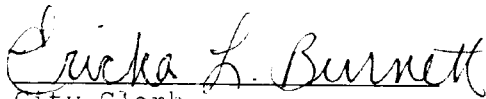
SECTION 5. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Passed: October 12, 2017

Approved: 
President of City Council

Attest:


Ericka L. Burnett
City Clerk

"Advanced Wireless Infrastructure Deployment Act"

(7) (a) This subsection may be cited as the "Advanced Wireless Infrastructure Deployment Act."

(b) As used in this subsection, the term:

1. "Antenna" means communications equipment that transmits or receives electromagnetic radio frequency signals used in providing wireless services.

2. "Applicable codes" means uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes enacted solely to address threats of destruction of property or injury to persons, or local codes or ordinances adopted to implement this subsection. The term includes objective design standards adopted by ordinance that may require a new utility pole that replaces an existing utility pole to be of substantially similar design, material, and color or that may require reasonable spacing requirements concerning the location of ground-mounted equipment. The term includes objective design standards adopted by ordinance that may require a small wireless facility to meet reasonable location context, color, stealth, and concealment requirements; however, such design standards may be waived by the authority upon a showing that the design standards are not reasonably compatible for the particular location of a small wireless facility or that the design standards impose an excessive expense. The waiver shall be granted or denied within 45 days after the date of the request.

3. "Applicant" means a person who submits an application and is a wireless provider.

4. "Application" means a request submitted by an applicant to an authority for a permit to collocate small wireless facilities.

5. "Authority" means a county or municipality having jurisdiction and control of the rights-of-way of any public road. The term does not include the Department of Transportation. Rights-of-way under the jurisdiction and control of the department are excluded from this subsection.

6. "Authority utility pole" means a utility pole owned by an authority in the right-of-way. The term does not include a utility pole owned by a municipal electric utility, a utility pole used to support municipally owned or operated electric distribution facilities, or a utility pole located in the right-of-way within:

a. A retirement community that:

(I) Is deed restricted as housing for older persons as defined in s. 760.29(4) (b);

(II) Has more than 5,000 residents; and

(III) Has underground utilities for electric transmission or distribution.

b. A municipality that:

(I) Is located on a coastal barrier island as defined in s. 161.053(1) (b)3.;

(II) Has a land area of less than 5 square miles;

(III) Has less than 10,000 residents; and

(IV) Has, before July 1, 2017, received referendum approval to issue debt to finance municipal-wide undergrounding of its utilities for electric transmission or distribution.

7. "Collocate" or "collocation" means to install, mount, maintain, modify, operate, or replace one or more wireless facilities on, under, within, or adjacent to a wireless support structure or utility pole. The term does not include the installation of a new utility pole or wireless support structure in the public rights-of-way.

8. "FCC" means the Federal Communications Commission.

9. "Micro wireless facility" means a small wireless facility having dimensions no larger than 24 inches in length, 15 inches in width, and 12 inches in height and an exterior antenna, if any, no longer than 11 inches.

10. "Small wireless facility" means a wireless facility that meets the following qualifications:

a. Each antenna associated with the facility is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of antennas that have exposed elements, each antenna and all of its exposed elements could fit within an enclosure of no more than 6 cubic feet in volume; and

b. All other wireless equipment associated with the facility is cumulatively no more than 28 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meters, concealment elements, telecommunications demarcation boxes, ground-based enclosures, grounding equipment, power transfer switches, cutoff switches, vertical cable runs for the connection of power and other services, and utility poles or other support structures.

11. "Utility pole" means a pole or similar structure that is used in whole or in part to provide communications services or for electric distribution, lighting, traffic control, signage, or a similar function. The term includes

the vertical support structure for traffic lights but does not include a horizontal structure to which signal lights or other traffic control devices are attached and does not include a pole or similar structure 15 feet in height or less unless an authority grants a waiver for such pole.

12. "Wireless facility" means equipment at a fixed location which enables wireless communications between user equipment and a communications network, including radio transceivers, antennas, wires, coaxial or fiber-optic cable or other cables, regular and backup power supplies, and comparable equipment, regardless of technological configuration, and equipment associated with wireless communications. The term includes small wireless facilities. The term does not include:

- a. The structure or improvements on, under, within, or adjacent to the structure on which the equipment is collocated;
- b. Wireline backhaul facilities; or
- c. Coaxial or fiber-optic cable that is between wireless structures or utility poles or that is otherwise not immediately adjacent to or directly associated with a particular antenna.

13. "Wireless infrastructure provider" means a person who has been certificated to provide telecommunications service in the state and who builds or installs wireless communication transmission equipment, wireless facilities, or wireless support structures but is not a wireless services provider.

14. "Wireless provider" means a wireless infrastructure provider or a wireless services provider.

15. "Wireless services" means any services provided using licensed or unlicensed spectrum, whether at a fixed location or mobile, using wireless facilities.

16. "Wireless services provider" means a person who provides wireless services.

17. "Wireless support structure" means a freestanding structure, such as a monopole, a guyed or self-supporting tower, or another existing or proposed structure designed to support or capable of supporting wireless facilities. The term does not include a utility pole.

(c) Except as provided in this subsection, an authority may not prohibit, regulate, or charge for the collocation of small wireless facilities in the public rights-of-way.

(d) An authority may require a registration process and permit fees in accordance with subsection (3). An authority shall accept applications for permits and shall process and issue permits subject to the following requirements:

1. An authority may not directly or indirectly require an applicant to perform services unrelated to the collocation for which approval is sought, such as in-kind contributions to the authority, including reserving fiber, conduit, or pole space for the authority.

2. An applicant may not be required to provide more information to obtain a permit than is necessary to demonstrate the applicant's compliance with applicable codes for the placement of small wireless facilities in the locations identified in the application.

3. An authority may not require the placement of small wireless facilities on any specific utility pole or category of poles or require multiple antenna systems on a single utility pole.

4. An authority may not limit the placement of small wireless facilities by minimum separation distances. However, within 14 days after the date of filing the application, an authority may request that the proposed location of a small wireless facility be moved to another location in the right-of-way and placed on an alternative authority utility pole or support structure or may place a new utility pole. The authority and the applicant may negotiate the alternative location, including any objective design standards and reasonable spacing requirements for ground-based equipment, for 30 days after the date of the request. At the conclusion of the negotiation period, if the alternative location is accepted by the applicant, the applicant must notify the authority of such acceptance and the application shall be deemed granted for any new location for which there is agreement and all other locations in the application. If an agreement is not reached, the applicant must notify the authority of such nonagreement and the authority must grant or deny the original application within 90 days after the date the application was filed. A request for an alternative location, an acceptance of an alternative location, or a rejection of an alternative location must be in writing and provided by electronic mail.

5. An authority shall limit the height of a small wireless facility to 10 feet above the utility pole or structure upon which the small wireless facility is to be collocated. Unless waived by an authority, the height for a new utility

pole is limited to the tallest existing utility pole as of July 1, 2017, located in the same right-of-way, other than a utility pole for which a waiver has previously been granted, measured from grade in place within 500 feet of the proposed location of the small wireless facility. If there is no utility pole within 500 feet, the authority shall limit the height of the utility pole to 50 feet.

6. Except as provided in subparagraphs 4. and 5., the installation of a utility pole in the public rights-of-way designed to support a small wireless facility shall be subject to authority rules or regulations governing the placement of utility poles in the public rights-of-way and shall be subject to the application review timeframes in this subsection.

7. Within 14 days after receiving an application, an authority must determine and notify the applicant by electronic mail as to whether the application is complete. If an application is deemed incomplete, the authority must specifically identify the missing information. An application is deemed complete if the authority fails to provide notification to the applicant within 14 days.

8. An application must be processed on a nondiscriminatory basis. A complete application is deemed approved if an authority fails to approve or deny the application within 60 days after receipt of the application. If an authority does not use the 30-day negotiation period provided in subparagraph 4., the parties may mutually agree to extend the 60-day application review period. The authority shall grant or deny the application at the end of the extended period. A permit issued pursuant to an approved application shall remain effective for 1 year unless extended by the authority.

9. An authority must notify the applicant of approval or denial by electronic mail. An authority shall approve a complete application unless it does not meet the authority's applicable codes. If the application is denied, the authority must specify in writing the basis for denial, including the specific code provisions on which the denial was based, and send the documentation to the applicant by electronic mail on the day the authority denies the application. The applicant may cure the deficiencies identified by the authority and resubmit the application within 30 days after notice of the denial is sent to the applicant. The authority shall approve or deny the revised application within 30 days after receipt or the application is deemed approved. Any subsequent review shall be limited to the deficiencies cited in the denial.

10. An applicant seeking to collocate small wireless facilities within the jurisdiction of a single authority may, at the applicant's discretion, file a consolidated application and receive a single permit for the collocation of up to 30 small wireless facilities. If the application includes multiple small wireless facilities, an authority may separately address small wireless facility collocations for which incomplete information has been received or which are denied.

11. An authority may deny a proposed collocation of a small wireless facility in the public rights-of-way if the proposed collocation:

- a. Materially interferes with the safe operation of traffic control equipment.
- b. Materially interferes with sight lines or clear zones for transportation, pedestrians, or public safety purposes.
- c. Materially interferes with compliance with the Americans with Disabilities Act or similar federal or state standards regarding pedestrian access or movement.

- d. Materially fails to comply with the 2010 edition of the Florida Department of Transportation Utility Accommodation Manual.

- e. Fails to comply with applicable codes.

12. An authority may adopt by ordinance provisions for insurance coverage, indemnification, performance bonds, security funds, force majeure, abandonment, authority liability, or authority warranties. Such provisions must be reasonable and nondiscriminatory.

13. Collocation of a small wireless facility on an authority utility pole does not provide the basis for the imposition of an ad valorem tax on the authority utility pole.

14. An authority may reserve space on authority utility poles for future public safety uses. However, a reservation of space may not preclude collocation of a small wireless facility. If replacement of the authority utility pole is necessary to accommodate the collocation of the small wireless facility and the future public safety use, the pole replacement is subject to make-ready provisions and the replaced pole shall accommodate the future public safety use.

15. A structure granted a permit and installed pursuant to this subsection shall comply with chapter 333 and federal regulations pertaining to airport airspace protections.

(e) An authority may not require approval or require fees or other charges for:

1. Routine maintenance;
2. Replacement of existing wireless facilities with wireless facilities that are substantially similar or of the same or smaller size; or
3. Installation, placement, maintenance, or replacement of micro wireless facilities that are suspended on cables strung between existing utility poles in compliance with applicable codes by or for a communications services provider authorized to occupy the rights-of-way and who is remitting taxes under chapter 202.

Notwithstanding this paragraph, an authority may require a right-of-way permit for work that involves excavation, closure of a sidewalk, or closure of a vehicular lane.

(f) Collocation of small wireless facilities on authority utility poles is subject to the following requirements:

1. An authority may not enter into an exclusive arrangement with any person for the right to attach equipment to authority utility poles.
2. The rates and fees for collocations on authority utility poles must be nondiscriminatory, regardless of the services provided by the collocating person.
3. The rate to collocate small wireless facilities on an authority utility pole may not exceed \$150 per pole annually.
4. Agreements between authorities and wireless providers that are in effect on July 1, 2017, and that relate to the collocation of small wireless facilities in the right-of-way, including the collocation of small wireless facilities on authority utility poles, remain in effect, subject to applicable termination provisions. The wireless provider may accept the rates, fees, and terms established under this subsection for small wireless facilities and utility poles that are the subject of an application submitted after the rates, fees, and terms become effective.
5. A person owning or controlling an authority utility pole shall offer rates, fees, and other terms that comply with this subsection. By the later of January 1, 2018, or 3 months after receiving a request to collocate its first small wireless facility on a utility pole owned or controlled by an authority, the person owning or controlling the authority utility pole shall make available,

through ordinance or otherwise, rates, fees, and terms for the collocation of small wireless facilities on the authority utility pole which comply with this subsection.

a. The rates, fees, and terms must be nondiscriminatory and competitively neutral and must comply with this subsection.

b. For an authority utility pole that supports an aerial facility used to provide communications services or electric service, the parties shall comply with the process for make-ready work under 47 U.S.C. s. 224 and implementing regulations. The good faith estimate of the person owning or controlling the pole for any make-ready work necessary to enable the pole to support the requested collocation must include pole replacement if necessary.

c. For an authority utility pole that does not support an aerial facility used to provide communications services or electric service, the authority shall provide a good faith estimate for any make-ready work necessary to enable the pole to support the requested collocation, including necessary pole replacement, within 60 days after receipt of a complete application. Make-ready work, including any pole replacement, must be completed within 60 days after written acceptance of the good faith estimate by the applicant. Alternatively, an authority may require the applicant seeking to collocate a small wireless facility to provide a make-ready estimate at the applicant's expense for the work necessary to support the small wireless facility, including pole replacement, and perform the make-ready work. If pole replacement is required, the scope of the make-ready estimate is limited to the design, fabrication, and installation of a utility pole that is substantially similar in color and composition. The authority may not condition or restrict the manner in which the applicant obtains, develops, or provides the estimate or conducts the make-ready work subject to usual construction restoration standards for work in the right-of-way. The replaced or altered utility pole shall remain the property of the authority.

d. An authority may not require more make-ready work than is required to meet applicable codes or industry standards. Fees for make-ready work may not include costs related to preexisting damage or prior noncompliance. Fees for make-ready work, including any pole replacement, may not exceed actual costs or the amount charged to communications services providers other than wireless services providers for similar work and may not include any consultant fee or expense.

(g) For any applications filed before the effective date of ordinances implementing this subsection, an authority may apply current ordinances relating to placement of communications facilities in the right-of-way related to registration, permitting, insurance coverage, indemnification, performance bonds, security funds, force majeure, abandonment, authority liability, or authority warranties. Permit application requirements and small wireless facility placement requirements, including utility pole height limits, that conflict with this subsection shall be waived by the authority.

(h) Except as provided in this section or specifically required by state law, an authority may not adopt or enforce any regulation on the placement or operation of communications facilities in the rights-of-way by a provider authorized by state law to operate in the rights-of-way and may not regulate any communications services or impose or collect any tax, fee, or charge not specifically authorized under state law. This paragraph does not alter any law regarding an authority's ability to regulate the relocation of facilities.

(i) A wireless provider shall, in relation to a small wireless facility, utility pole, or wireless support structure in the public rights-of-way, comply with nondiscriminatory undergrounding requirements of an authority that prohibit above-ground structures in public rights-of-way. Any such requirements may be waived by the authority.

(j) A wireless infrastructure provider may apply to an authority to place utility poles in the public rights-of-way to support the collocation of small wireless facilities. The application must include an attestation that small wireless facilities will be collocated on the utility pole or structure and will be used by a wireless services provider to provide service within 9 months after the date the application is approved. The authority shall accept and process the application in accordance with subparagraph (d)6. and any applicable codes and other local codes governing the placement of utility poles in the public rights-of-way.

(k) This subsection does not limit a local government's authority to enforce historic preservation zoning regulations consistent with the preservation of local zoning authority under 47 U.S.C. s. 332(c)(7), the requirements for facility modifications under 47 U.S.C. s. 1455(a), or the National Historic Preservation Act of 1966, as amended, and the regulations adopted to implement such laws. An authority may enforce local codes, administrative rules, or regulations adopted by ordinance in effect on April 1, 2017, which are

applicable to a historic area designated by the state or authority. An authority may enforce pending local ordinances, administrative rules, or regulations applicable to a historic area designated by the state if the intent to adopt such changes has been publicly declared on or before April 1, 2017. An authority may waive any ordinances or other requirements that are subject to this paragraph.

(l) This subsection does not authorize a person to collocate or attach wireless facilities, including any antenna, micro wireless facility, or small wireless facility, on a privately owned utility pole, a utility pole owned by an electric cooperative or a municipal electric utility, a privately owned wireless support structure, or other private property without the consent of the property owner.

(m) The approval of the installation, placement, maintenance, or operation of a small wireless facility pursuant to this subsection does not authorize the provision of any voice, data, or video communications services or the installation, placement, maintenance, or operation of any communications facilities other than small wireless facilities in the right-of-way.

(n) This subsection does not affect provisions relating to pass-through providers in subsection (6).

(o) This subsection does not authorize a person to collocate or attach small wireless facilities or micro wireless facilities on a utility pole, unless otherwise permitted by federal law, or erect a wireless support structure in the right-of-way located within a retirement community that:

1. Is deed restricted as housing for older persons as defined in s. 760.29(4) (b);
2. Has more than 5,000 residents; and
3. Has underground utilities for electric transmission or distribution.

This paragraph does not apply to the installation, placement, maintenance, or replacement of micro wireless facilities on any existing and duly authorized aerial communications facilities, provided that once aerial facilities are converted to underground facilities, any such collocation or construction shall be only as provided by the municipality's underground utilities ordinance.

(p) This subsection does not authorize a person to collocate or attach small wireless facilities or micro wireless facilities on a utility pole, unless

otherwise permitted by federal law, or erect a wireless support structure in the right-of-way located within a municipality that:

1. Is located on a coastal barrier island as defined in s. 161.053(1)(b)3.;
2. Has a land area of less than 5 square miles;
3. Has fewer than 10,000 residents; and
4. Has, before July 1, 2017, received referendum approval to issue debt to finance municipal-wide undergrounding of its utilities for electric transmission or distribution.

This paragraph does not apply to the installation, placement, maintenance, or replacement of micro wireless facilities on any existing and duly authorized aerial communications facilities, provided that once aerial facilities are converted to underground facilities, any such collocation or construction shall be only as provided by the municipality's underground utilities ordinance.

(q) This subsection does not authorize a person to collocate small wireless facilities or micro wireless facilities on an authority utility pole or erect a wireless support structure in a location subject to covenants, conditions, restrictions, articles of incorporation, and bylaws of a homeowners' association. This paragraph does not apply to the installation, placement, maintenance, or replacement of micro wireless facilities on any existing and duly authorized aerial communications facilities.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 43-17

City Council

1/11/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 43-17 REQUEST FOR FUTURE LAND USE MAP AMENDMENT FOR RECENTLY ANNEXED PENSACOLA INTERNATIONAL AIRPORT OWNED PROPERTY

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 43-17 on second reading.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

In July of 2017, City Council approved the annexation of multiple parcels that were recently acquired by the Pensacola International Airport. The annexation of property into the City requires that the annexed area subsequently be brought under a City zoning designation. Because the properties in question are Airport-owned, the Future Land Use designation of Airport District, and the corresponding zoning designation of ARZ (Airport Restricted Zoning) is needed. On August 8, 2017, the Planning Board unanimously recommended approval of the Airport Future Land Use and the ARZ Zoning designation for the recently annexed parcels.

PRIOR ACTION:

July 13, 2017 - City Council approved Ordinance 15-17 - Annexation of Property - Campus Heights.

December 14, 2017 - City Council voted to approve Ordinance No. 43-17 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

11/16/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Sherry Morris, AICP, Planning Services Administrator

ATTACHMENTS:

- 1) Proposed Ordinance No. 43-17
- 2) Proposed Future Land Use Map, dated August 2017
- 3) Annexation Map, dated June 13, 2017
- 4) August 8 , 2017 Planning Board Minutes

PRESENTATION: No

PROPOSED 43-17
ORDINANCE NO. _____
ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

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

WHEREAS, a proposed amended future land use classification has been referred to the local planning agency pursuant to §163.3174, Fla. Stat., and a proper public hearing was held on August 10, 2017 concerning the following proposed future land use classification affecting the property described therein; and

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

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

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

COMMENCE AT THE SOUTHEAST CORNER OF LOT 3, AIRPORT EXECUTIVE PLAZA, AS RECORDED IN PLAT BOOK 11 AT PAGE 40 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE N60°55'16"W ALONG THE SOUTH LINE OF SAID LOT FOR 776.96 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE N03°10'03"E ALONG THE EAST RIGHT OF WAY OF

TIPPIN AVENUE (RIGHT OF WAY VARIES) ALSO BEING THE WEST LINE OF LOT 2 OF SAID AIRPORT EXECUTIVE PLAZA FOR A DISTANCE OF 110.76 FEET TO THE NORTHWEST CORNER OF SAID LOT; THENCE S68°50'23"E ALONG THE NORTH LINE OF SAID LOT FOR 75.65 FEET; THENCE N04°45'32"E FOR A DISTANCE OF 8.34 FEET; THENCE S75°52'01"E FOR A DISTANCE OF 98.40 FEET TO A POINT OF THE EAST LINE OF LOT 1 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE N88°12'42"E FOR A DISTANCE OF 111.12 FEET; THENCE N03°00'43"E FOR A DISTANCE OF 531.92 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF DOUGLAS DRIVE (40' R/W); THENCE CONTINUE N03°00'43"E FOR A DISTANCE OF 40.18 FEET TO A POINT ON THE NORTH RIGHT OF WAY OF SAID DOUGLAS DRIVE; THENCE N86°55'24"W FOR A DISTANCE OF 278.42 FEET TO THE INTERSECTION OF THE NORTH RIGHT OF WAY OF DOUGLAS DRIVE (40' R/W) AND THE EAST RIGHT OF WAY OF TIPPIN AVENUE (R/W VARIES); THENCE N03°21'54"E ALONG THE EAST RIGHT OF WAY OF TIPPIN AVENUE FOR A DISTANCE OF 192.07 FEET; THENCE S85°51'36"E FOR A DISTANCE OF 164.32 FEET TO A POINT ON THE WEST LINE OF BLOCK 1, CAMPUS HEIGHTS, AS RECORDED IN PLAT BOOK 4 AT PAGE 36 OF SAID COUNTY; THENCE N03°08'27"E ALONG SAID WEST LINE OF BLOCK 1 FOR 429.83 FEET TO THE NORTHWEST CORNER OF LOT 1, BLOCK 1 OF SAID CAMPUS HEIGHTS; THENCE S87°18'36"E FOR A DISTANCE OF 135.05 FEET TO THE NORTHEAST CORNER OF LOT 1, BLOCK 1 CAMPUS HEIGHTS, RECORDED IN PLAT BOOK 4 AT PAGE 36 OF SAID COUNTY; THENCE S55°55'01"E FOR A DISTANCE OF 77.34 FEET TO THE NORTHWEST CORNER OF LOT 9, BLOCK 2, OF SAID CAMPUS HEIGHTS; THENCE S86°56'30"E ALONG THE NORTH LINE OF SAID BLOCK 2 AND AN EXTENSION THEREOF A DISTANCE OF 778.95 FEET TO A POINT ON THE WEST LINE OF BLOCK 4 OF SAID CAMPUS HEIGHTS; THENCE S03°14'29"W ALONG SAID WEST LINE OF BLOCK 4 FOR 580.19 FEET; THENCE S86°52'41"E ALONG THE SOUTH LINE OF SAID BLOCK 4 FOR 135.15 FEET TO THE SOUTHEAST CORNER OF SAID BLOCK; THENCE S02°51'38"W FOR A DISTANCE OF 39.96 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF DOUGLAS DRIVE (40' R/W); THENCE N86°55'02"W ALONG THE SOUTH LINE OF DOUGLAS DRIVE FOR 379.91 FEET TO THE INTERSECTION WITH THE EAST RIGHT OF WAY OF SHERRILL AVENUE (50' R/W); THENCE S03°08'16"W ALONG SAID EAST RIGHT OF WAY FOR A DISTANCE OF 377.78 FEET; THENCE S79°56'14"W FOR 213.28 FEET; THENCE S04°24'27"W FOR 50.47 FEET; THENCE CONTINUE S04°24'27"W FOR A DISTANCE OF 296.20 FEET; THENCE N75°57'17"W FOR A DISTANCE OF 330.77 FEET TO A POINT ON THE EAST LINE OF LOT 3 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE S19°35'37"W FOR A DISTANCE OF 283.18 FEET TO THE POINT OF BEGINNING.

is hereby amended from County Future Land Use District to City Future Land Use District - A - Airport Land Use.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

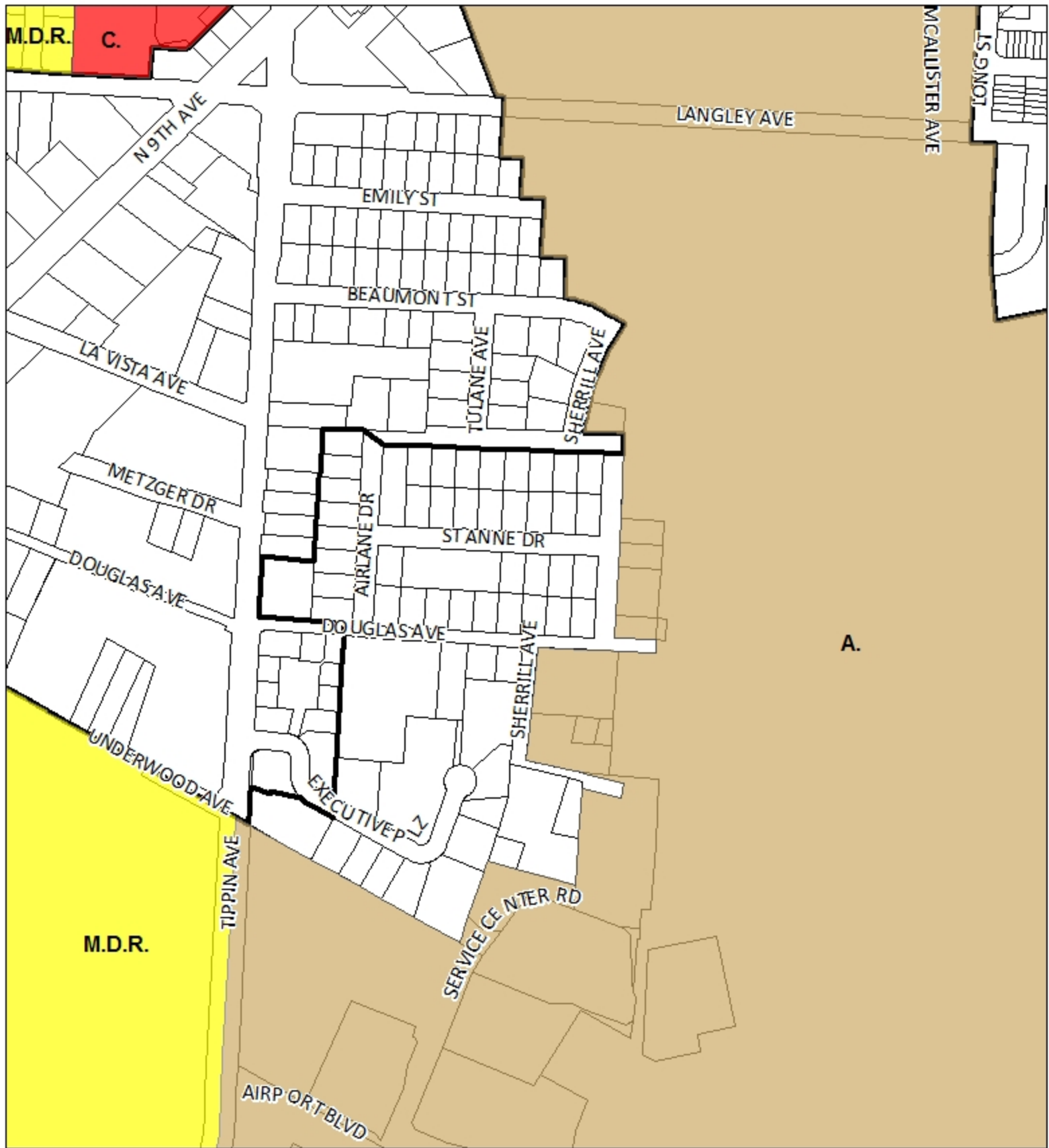
SECTION 3. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Passed: _____

Approved: _____
President of City Council

Attest:

City Clerk



FUTURE LAND USE

August 2017



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Legend

- Citylimits
- DelineatingAnnexation
- Parcel Ownership**
- City of Pensacola

0 175 350 Feet

Date: 6/13/2017



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PLANNING SERVICES

THE UPSIDE *of* FLORIDA

MINUTES OF THE PLANNING BOARD

August 8, 2017

MEMBERS PRESENT: Danny Grundhoefer, Kurt Larson, Nathan Monk, Nina Campbell

MEMBERS ABSENT: Chairman Paul Ritz, Jared Moore, Kyle Owens

STAFF PRESENT: Brandi Deese, Assistant Planning Services Administrator, Amy Hargett, Planning Technician

OTHERS PRESENT: Dax Campbell, Dean Dalrymple, Christian Wagley, Scott Sallis

AGENDA:

- Quorum/Call to Order
- Swearing in of Members
- Approval of Meeting Minutes from July 11, 2017
- New Business:
 1. Request for ROW Vacation of the 1000 Block Avery Street
 2. Request for Final Plat Approval for Girard Place Phase I Subdivision
 3. Consider Zoning and FLUM Amendment for Airport Annexation Parcels
- Open Forum
- Adjournment

Call to Order / Quorum Present

As acting Chair, Mr. Larson called the meeting to order at 2:10 pm with a quorum present.

Swearing in of members - Mr. Larson, Mr. Monk, Mr. Grundhoefer and Ms. Campbell were sworn in by the City Clerk's Office.

Approval of Meeting Minutes

Mr. Grundhoefer made a motion to approve the July 11, 2017 minutes, seconded by Mr. Monk, and it carried unanimously.

Request for ROW Vacation of the 1000 Block Avery Street

Mr. Dax Campbell, Campbell Construction, is requesting to vacate the portion of the right-of-way of Avery Street directly adjacent to his property at 1011 Fairnie Avenue and the properties located at 1015 Fairnie Avenue and 1717 N. 11th Avenue. This request was considered and denied by the Board in their June meeting, however, the previous application contained an agreement between the parties which contained contingencies. The applicant has submitted a new signed agreement and survey indicating the proposed division of the right-of-way if approved by the City. The one outlying issue when the Board considered the application in June has been resolved.

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

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

Mr. Dax Campbell stated the City would deed the north 10' to the northern property owner and the south 10' to the southern property owner. Ms. Deese clarified that the portion of the property which abuts Mr. Campbell's property, since he owns the property to the south, will be deeded entirely to him on the western portion of the right-of-way. Ms. Campbell pointed out there were signatures from the other homeowners involved which supported the request.

Ms. Campbell made a motion to approve, seconded by Mr. Monk, and it carried unanimously.

Request for Final Plat Approval for Girard Place Phase I Subdivision

Rebol-Battle & Associates has submitted a request for Final Plat approval for "Girard Place – Phase I" subdivision, a townhouse subdivision. The proposed development, formerly identified as 302 W. Romana St, is a total of 1.62 acres located on the eastern portion of the City block bounded by S. Reus Street (east), W. Romana Street (south), S. DeVilliers (west), and Hilary Street (north). The initial phase under consideration with this application is .92-acres in size. The site is currently vacant.

The application under review contains 11 lots in addition to the remainder of the parent parcel. With this submittal, the townhouse blocks are completely surrounded by the common area/parent parcel. The development remains consistent with the approved Preliminary Plat. Ms. Deese pointed out an important comment addressing access was included in information provided to the Board. Mr. Rebol addressed the Board. He advised with the common area access to the lots, setback regulations were achieved for the Governmental Center District (GCD), and the project had received aesthetic approval.

Mr. Wagley referenced the plat standards in Section 12-8-8 of the Code; one of those requirements applies to the setbacks. This project was determined to be in the dense business area which required a 10' maximum setback, meaning buildings cannot be set more than 10' from the front property line. He did not observe the maximum setback illustrated on the current plat.

Mr. Grundhoefer stated he understood the reasoning for building to the 10' in the Code, requiring buildings to be up against the street. Ms. Deese explained in the Land Development Code, the Historic District spells out that it should be from the right-of-way, whereas the GCD does not. She pointed out the challenges for the Board with platting and subdivision approval, and that the Board was to take the technical comments and make sure they were addressed. She advised interpretations are provided from the technical experts who perform these actions day to day; they had stated this project met the technical requirements of the Code. Mr. Grundhoefer explained he thought the developer was trying to find a loophole to push the buildings back, setting cars in front of the property. Ms. Campbell felt the builders were within their legal rights with the easement in place. Mr. Rebol clarified that it was not an easement but a real piece of property and part of the common lot. He explained there was the right-of-way line, then a piece of property, then the newly created lots. He stated the application for review was a plat and not based on what's going to be there or what it is going to look like; the developer could sell it, and it might be a totally different product. However, in proceeding in this way, the builder was meeting the 10' maximum setback requirement. Ms. Deese verified setbacks were measured from the property line and not from the right-of-way; again, the Historic District spells out right-of-way which the other districts do not. Mr. Grundhoefer suggested the applicant was not complying with the intent of the Code. Mr. Rebol advised that perhaps the Code needed to be reviewed for items which keep falling into loopholes.

Mr. Monk pointed out when the Board approves something, it sets a precedent, and he was hesitant to approve. Ms. Deese clarified for the record that the platting process was very technical, and if all the technical comments had been addressed, the Board was obligated to approve the request. She explained the function of the Board was to ensure the technical comments were received and addressed. On other agenda items such as rezoning, conditional uses or aesthetic review, the Board could exercise its opinions, however, in platting it could not.

Scott Sallis addressed the Board and explained this project had been burdened with many hurdles including stormwater requirements which point out water cannot drain toward the street.

There were issues with Gulf Power determining they could not route utilities where they desired in the common area. The section of land in the front allowed them to meet those technical issues. He pointed out they were not coming to the Board in the spirit of manipulation to not comply with the dense business area requirement. He stated this was an odd obscure part of the Code which was originated when he sat on the Planning Board. He stated that this requirement should be removed from the Code. He pointed out that if the Planning Board was to determine the applicant met the regulations, and they clearly have, the Board was obligated to approve.

Ms. Campbell felt that after hearing staff's comments, the Board's responsibility was to address what was on the table and made a motion to approve, and the motion failed for lack of a second.

Mr. Wagley emphasized the elements of the Code needed to be listed on the plat document; the maximum setback for the dense business area was not listed and constituted a deficiency. Ms. Deese stated staff did review and considered having the plat amended to add the build-to line. In reading the Code, the underlying zoning is the requirement on the plat. Not knowing what may happen with the GCD, staff opted to leave as is and not create confusion for the future. There is no legal requirement to place the build-to line on the plat since it is not within the underlying district but instead in an area. She clarified that the Board was a recommending board to City Council, so the Board could approve or deny. The applicant has the option to move forward to City Council at their choosing even with a denial. In considering platting with City Council, it then becomes a quasi-judicial hearing, so the function would become different with Council making their own decision. She clarified that since this Board is a recommending body, there would be no appeal from the decision today because it is not a final decision.

Mr. Grundhoefer made a motion to deny, seconded by Mr. Monk. The motion failed with 2 supporting and 2 dissenting (Ms. Campbell and Mr. Larson).

Consider Zoning and FLUM Amendment for Airport Annexation Parcels

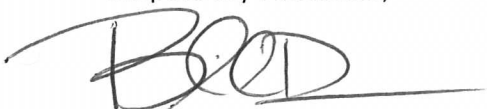
Mr. Dan Flynn, Pensacola International Airport Director, is requesting to rezone the City-owned properties included within the recent City of Pensacola annexation approved through Ordinance 15-17 to ARZ, Airport Restricted Zoning District. This request also requires a Future Land Use Map (FLUM) Amendment to A, Airport. The zoning district and FLUM designation were previously under the jurisdiction of Escambia County. Since the properties now lie within the jurisdictional boundary of the City of Pensacola, the applicable zoning district and FLUM designation need to be established. Ms. Deese explained all of the property annexed was owned by the airport, and this request was a formality to bring zoning into compliance from county zoning to city zoning. Mr. Grundhoefer asked if the airport needed more land and would grow into those residential lots. Ms. Deese indicated that was not the case, but it was a buffer to remove residences which were impacted by the airport operations.

Mr. Grundhoefer made a motion to approve, seconded by Ms. Campbell, and it carried unanimously.

Open Forum – Ms. Deese stated the applicant for the 9th Avenue property missed the deadline for August but would possibly present in September.

Adjournment – With no further business, Acting Chairman Larson adjourned the meeting at 2:53 pm.

Respectfully Submitted,



Brandi C. Deese
Secretary to the Board



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 44-17

City Council

1/11/2018

LEGISLATIVE ACTION ITEM

SPONSOR: Ashton J. Hayward, III, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 44-17 REQUEST FOR ZONING MAP AMENDMENT FOR RECENTLY ANNEXED PENSACOLA INTERNATIONAL AIRPORT OWNED PROPERTY

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 44-17 on second reading.

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

In July of 2017, City Council approved the annexation of multiple parcels that were recently acquired by the Pensacola International Airport. The annexation of property into the City requires that the annexed area subsequently be brought under a City zoning designation. Because the properties in question are Airport-owned, the Future Land Use designation of Airport District, and the corresponding zoning designation of ARZ (Airport Restricted Zoning) is needed. On August 8, 2017, the Planning Board unanimously recommended approval of the Airport Future Land Use and the ARZ Zoning designation for the recently annexed parcels.

PRIOR ACTION:

July 13, 2017 - City Council approved Ordinance 15-17 - Annexation of Property - Campus Heights.

December 14, 2017 - City Council voted to approve Ordinance No. 44-17 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

11/16/2017

STAFF CONTACT:

Eric W. Olson, City Administrator
Sherry Morris, AICP, Planning Services Administrator

ATTACHMENTS:

- 1) Proposed Ordinance No. 44-17
- 2) Proposed Zoning Map, dated August 2017
- 3) Annexation Map, dated June 13, 2017
- 4) August 8, 2017 Planning Board Minutes

PRESENTATION: No

PROPOSED 44-17
ORDINANCE NO. _____

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

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

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

WHEREAS, a proposed amended zoning classification has been referred to the local planning agency pursuant to §163.3174, Fla. Stat., and a proper public hearing was held on June 8, 2017 concerning the following proposed zoning classification affecting the property described therein; and

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

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

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

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

COMMENCE AT THE SOUTHEAST CORNER OF LOT 3, AIRPORT EXECUTIVE PLAZA, AS RECORDED IN PLAT BOOK 11 AT PAGE 40 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING THE POINT OF BEGINNING; THENCE N60°55'16"W ALONG THE SOUTH LINE OF SAID LOT FOR 776.96 FEET TO THE SOUTHWEST CORNER OF LOT 2 OF SAID AIRPORT EXECUTIVE PLAZA; THENCE N03°10'03"E ALONG THE EAST RIGHT OF WAY OF TIPPIN AVENUE (RIGHT OF WAY VARIES) ALSO BEING THE WEST

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is hereby amended from County Zoning to City Zoning - ARZ Airport

Restricted Zone (city owned property).

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

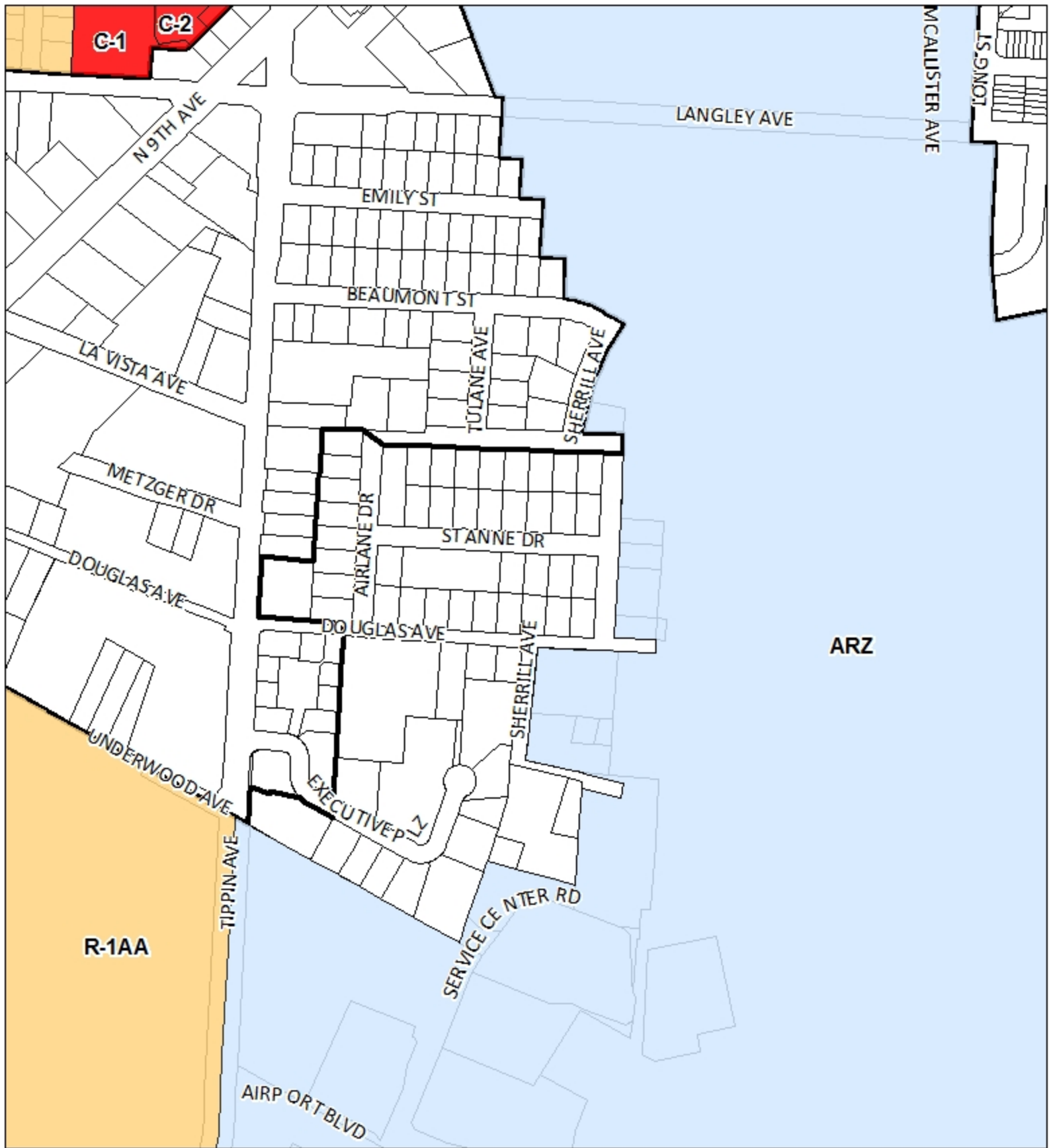
SECTION 3. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Passed: _____

Approved: _____
President of City Council

Attest:

City Clerk



ANNEXED PROPERTY TO BE REZONED ARZ

August 2017



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PLANNING SERVICES

THE UPSIDE *of* FLORIDA

MINUTES OF THE PLANNING BOARD

August 8, 2017

MEMBERS PRESENT: Danny Grundhoefer, Kurt Larson, Nathan Monk, Nina Campbell

MEMBERS ABSENT: Chairman Paul Ritz, Jared Moore, Kyle Owens

STAFF PRESENT: Brandi Deese, Assistant Planning Services Administrator, Amy Hargett, Planning Technician

OTHERS PRESENT: Dax Campbell, Dean Dalrymple, Christian Wagley, Scott Sallis

AGENDA:

- Quorum/Call to Order
- Swearing in of Members
- Approval of Meeting Minutes from July 11, 2017
- New Business:
 1. Request for ROW Vacation of the 1000 Block Avery Street
 2. Request for Final Plat Approval for Girard Place Phase I Subdivision
 3. Consider Zoning and FLUM Amendment for Airport Annexation Parcels
- Open Forum
- Adjournment

Call to Order / Quorum Present

As acting Chair, Mr. Larson called the meeting to order at 2:10 pm with a quorum present.

Swearing in of members - Mr. Larson, Mr. Monk, Mr. Grundhoefer and Ms. Campbell were sworn in by the City Clerk's Office.

Approval of Meeting Minutes

Mr. Grundhoefer made a motion to approve the July 11, 2017 minutes, seconded by Mr. Monk, and it carried unanimously.

Request for ROW Vacation of the 1000 Block Avery Street

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Ms. Campbell made a motion to approve, seconded by Mr. Monk, and it carried unanimously.

Request for Final Plat Approval for Girard Place Phase I Subdivision

Rebol-Battle & Associates has submitted a request for Final Plat approval for "Girard Place – Phase I" subdivision, a townhouse subdivision. The proposed development, formerly identified as 302 W. Romana St, is a total of 1.62 acres located on the eastern portion of the City block bounded by S. Reus Street (east), W. Romana Street (south), S. DeVilliers (west), and Hilary Street (north). The initial phase under consideration with this application is .92-acres in size. The site is currently vacant.

The application under review contains 11 lots in addition to the remainder of the parent parcel. With this submittal, the townhouse blocks are completely surrounded by the common area/parent parcel. The development remains consistent with the approved Preliminary Plat. Ms. Deese pointed out an important comment addressing access was included in information provided to the Board. Mr. Rebol addressed the Board. He advised with the common area access to the lots, setback regulations were achieved for the Governmental Center District (GCD), and the project had received aesthetic approval.

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Mr. Monk pointed out when the Board approves something, it sets a precedent, and he was hesitant to approve. Ms. Deese clarified for the record that the platting process was very technical, and if all the technical comments had been addressed, the Board was obligated to approve the request. She explained the function of the Board was to ensure the technical comments were received and addressed. On other agenda items such as rezoning, conditional uses or aesthetic review, the Board could exercise its opinions, however, in platting it could not.

Scott Sallis addressed the Board and explained this project had been burdened with many hurdles including stormwater requirements which point out water cannot drain toward the street.

There were issues with Gulf Power determining they could not route utilities where they desired in the common area. The section of land in the front allowed them to meet those technical issues. He pointed out they were not coming to the Board in the spirit of manipulation to not comply with the dense business area requirement. He stated this was an odd obscure part of the Code which was originated when he sat on the Planning Board. He stated that this requirement should be removed from the Code. He pointed out that if the Planning Board was to determine the applicant met the regulations, and they clearly have, the Board was obligated to approve.

Ms. Campbell felt that after hearing staff's comments, the Board's responsibility was to address what was on the table and made a motion to approve, and the motion failed for lack of a second.

Mr. Wagley emphasized the elements of the Code needed to be listed on the plat document; the maximum setback for the dense business area was not listed and constituted a deficiency. Ms. Deese stated staff did review and considered having the plat amended to add the build-to line. In reading the Code, the underlying zoning is the requirement on the plat. Not knowing what may happen with the GCD, staff opted to leave as is and not create confusion for the future. There is no legal requirement to place the build-to line on the plat since it is not within the underlying district but instead in an area. She clarified that the Board was a recommending board to City Council, so the Board could approve or deny. The applicant has the option to move forward to City Council at their choosing even with a denial. In considering platting with City Council, it then becomes a quasi-judicial hearing, so the function would become different with Council making their own decision. She clarified that since this Board is a recommending body, there would be no appeal from the decision today because it is not a final decision.

Mr. Grundhoefer made a motion to deny, seconded by Mr. Monk. The motion failed with 2 supporting and 2 dissenting (Ms. Campbell and Mr. Larson).

Consider Zoning and FLUM Amendment for Airport Annexation Parcels

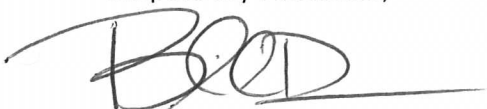
Mr. Dan Flynn, Pensacola International Airport Director, is requesting to rezone the City-owned properties included within the recent City of Pensacola annexation approved through Ordinance 15-17 to ARZ, Airport Restricted Zoning District. This request also requires a Future Land Use Map (FLUM) Amendment to A, Airport. The zoning district and FLUM designation were previously under the jurisdiction of Escambia County. Since the properties now lie within the jurisdictional boundary of the City of Pensacola, the applicable zoning district and FLUM designation need to be established. Ms. Deese explained all of the property annexed was owned by the airport, and this request was a formality to bring zoning into compliance from county zoning to city zoning. Mr. Grundhoefer asked if the airport needed more land and would grow into those residential lots. Ms. Deese indicated that was not the case, but it was a buffer to remove residences which were impacted by the airport operations.

Mr. Grundhoefer made a motion to approve, seconded by Ms. Campbell, and it carried unanimously.

Open Forum – Ms. Deese stated the applicant for the 9th Avenue property missed the deadline for August but would possibly present in September.

Adjournment – With no further business, Acting Chairman Larson adjourned the meeting at 2:53 pm.

Respectfully Submitted,



Brandi C. Deese
Secretary to the Board