



# City of Pensacola

## Agenda Conference

### Agenda

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Monday, August 5, 2019, 3:30 PM

Hagler-Mason Conference Room,  
2nd Floor

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#### ROLL CALL

#### PRESENTATION ITEMS

1. [19-00327](#) UNITED WAY OF WEST FLORIDA

*Recommendation:* That City Council receive a presentation from the United Way of West Florida.

*Sponsors:* Andy Terhaar

2. [19-00378](#) REQUEST TO NAME BAYVIEW COMMUNITY RESOURCE CENTER

*Recommendation:* That City Council receive a presentation from Parks & Recreation Board Chairperson Paul Epstein and Mrs. Betty Douglas regarding the request to name the Bayview Community Resource Center.

*Sponsors:* Andy Terhaar

*Attachments:* [April 18, 2019 Parks and Recreation Board Minutes](#)  
[June 20, 2019 Parks and Recreation Board Minutes](#)

#### REVIEW OF CONSENT AGENDA ITEMS

3. [19-00138](#) SANDSPUR DEVELOPMENT, LLC GROUND LEASE AND DEVELOPMENT AGREEMENT AMENDMENT NUMBER 1

**Recommendation:** That City Council authorize the Mayor to execute Amendment Number 1 of the Ground Lease and Development Agreement with Sandspur Development, LLC and execute both the associated Easement Agreement and the Memorandum of Ground Lease to reduce the Sandspur leasehold area, in substantially similar form as appropriate to carry out the purpose of the transaction. Further, that City Council authorize the Mayor to take all necessary actions to execute Amendment Number 1, the Easement Agreement, and the Memorandum of Ground Lease.

**Sponsors:** Grover C. Robinson, IV

**Attachments:** [Sandspur Amendment No. 1](#)  
[Sandspur Amendment No. 1 Easement Agreement](#)  
[Sandspur Amendment No. 1 Memorandum of Lease](#)

4. [19-00371](#) FEDERAL AVIATION ADMINISTRATION GRANT AGREEMENT 3-12-0063-043-2019

**Recommendation:** That City Council approve and authorize the Mayor to execute the acceptance of the Federal Aviation Administration Airport Improvement Program (AIP) Grant 3-12-0063-043-2019 in the amount of \$2,072,525 for the acquisition of two replacement Aircraft Rescue and Firefighting Vehicles, design services for the improvements to airfield drainage, design services for the development of a General Aviation Customs and Border Protection Facility, and land acquisition at the Pensacola International Airport. Further, that City Council authorize the Mayor to take all actions necessary relating to the finalization of the grant.

**Sponsors:** Grover C. Robinson, IV

**Attachments:** [Grant Agreement 3-12-0063-043-2019](#)

5. [19-00370](#) TRANSFER OF SURPLUS VEHICLES - USMC RACING

**Recommendation:** That City Council declare two (2) City Police Vehicles (Unit Number S03508 - 2008 and Unit Number S32507 - 2007, Ford Crown Victoria marked patrol vehicles) surplus and authorize the transfer of these vehicles to USMC Racing.

**Sponsors:** Grover C. Robinson, IV

6.     [19-00380](#)     MAYORAL APPOINTMENT TO THE DOWNTOWN IMPROVEMENT BOARD (DIB)
- Recommendation:*   That City Council affirm the Mayor's appointment of Patti Sonnen to the Downtown Improvement Board (DIB) to fill the unexpired term of Teri Levin, expiring June 30, 2020.
- Sponsors:*           Grover C. Robinson, IV
- Attachments:*        [Application of Interest](#)  
                          [Brief Biography - Patti Sonnen](#)  
                          [Letter of Resignation from Teri Levin dated 6/27/19](#)

### REVIEW OF REGULAR AGENDA ITEMS (Sponsor)

7.     [19-00355](#)     PUBLIC HEARING FOR THE ANNUAL ASSESSMENT RESOLUTION IMPOSING STORMWATER SERVICE ASSESSMENTS AND APPROVAL OF 2019 STORMWATER ASSESSMENT ROLL
- Recommendation:*   That City Council conduct a public hearing on August 8, 2019 to adopt the final assessment resolution imposing stormwater service assessments and approving the 2019 Stormwater Assessment Roll.
- Sponsors:*           Grover C. Robinson, IV
- Attachments:*        [Stormwater Assessment Resolution No. 2019-42](#)  
                          [PROOF OF PUBLICATION - PUBLIC HEARING](#)  
                          [AFFIDAVIT OF MAILING](#)

8. [2019-42](#) RESOLUTION NO. 2019-42 - IMPOSING STORMWATER SERVICE ASSESSMENTS AND APPROVAL OF 2019 STORMWATER ASSESSMENT ROLL

*Recommendation:* That City Council adopt Resolution No. 2019-42.

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES PROVIDED BY THE CITY'S STORMWATER UTILITY; REIMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST DEVELOPED PROPERTY LOCATED WITHIN THE STORMWATER SERVICE AREA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** Public

**SUMMARY:**

The City of Pensacola created a stormwater utility fee in 2001 to provide a dedicated funding source for stormwater management costs. To continue to receive stormwater assessment revenue, it is necessary that the City Council conduct an annual public hearing on August 8, 2019 to adopt the annual assessment resolution imposing stormwater service assessments and to approve the 2019 Stormwater Assessment Roll.

Since its inception, the stormwater utility fee has generated over \$37 million in revenue designated exclusively for stormwater management. A billing rate of \$72.24 per equivalent stormwater unit (ESU) billing unit is proposed for 2019, the same rate as 2018.

A summary of the residential and commercial charges is provided below:

2019 Rate Structure:

Residential:

| <u>Building Sq. Ft.</u> | <u>2019 Rate</u>                 |
|-------------------------|----------------------------------|
| Small 100-1,100         | \$31.79                          |
| Small-Med 1,100-1,600   | \$49.12                          |
| Medium 1,601-2,500      | \$72.24                          |
| Large 2,501-5,600       | \$110.53                         |
| Very Large 5,601+       | Treated as a Commercial Property |

**Commercial:**

A rate of \$72.24 per 2,998 square feet of impervious area (building footprint, paved parking, etc.) minus appropriate mitigation credit, typically 32%, provided for on-site stormwater retention.

**PRIOR ACTION:**

None

**FUNDING:**

Budget: \$2,735,000

Actual: \$2,735,000

**FINANCIAL IMPACT:**

The 2019 stormwater assessment program will generate an estimated \$2,735,000 in revenue for FY 2020 stormwater management and improvement projects.

**CITY ATTORNEY REVIEW: Yes**

7/23/2019

**STAFF CONTACT:**

Christopher L. Holley, City Administrator  
 Richard Barker, Jr., Chief Financial Officer  
 George J. Maiberger, Purchasing Manager

**ATTACHMENTS:**

- 1) Stormwater Assessment Resolution No. 2019-42

***Sponsors:***

Grover C. Robinson, IV

*Attachments:*            [Stormwater Assessment Resolution No. 2019-42](#)

- 9.        [19-00359](#)        PUBLIC HEARING: PROPOSED AMENDMENT TO THE CODE OF THE CITY OF PENSACOLA - LAND DEVELOPMENT CODE SECTION 12-13-2 (PLANNING BOARD) ADDING PROCEDURE FOR SUBMISSION AND REVIEW OF PLANS WITHIN THE GATEWAY REDEVELOPMENT DISTRICT; AND REPEALING SECTION 12-13-4 - (GATEWAY REVIEW BOARD); ALONG WITH OTHER RELATED REFERENCES IN SECTIONS 12-2-12 (REDEVELOPMENT LAND USE DISTRICT), 12-2-45 (ROOFTOP ANTENNAS) AND 12-2-81 (DEVELOPMENT PLAN GUIDELINES)

*Recommendation:* That City Council conduct a Public Hearing on August 8, 2019 to consider a proposed amendment to the Land Development Code Section 12-13-2 (Planning Board) adding procedure for submission and review of plans within the Gateway Redevelopment District; and repealing Section 12-13-4 - (Gateway Review Board); along with other related references in Sections 12-2-12 (Redevelopment Land Use District), 12-2-45 (Rooftop Antennas) and 12-2-81 (Development Plan Guidelines).

*Sponsors:*            Andy Terhaar

*Attachments:*        [Sec. 12-2-12 - Proposed Revisions](#)  
                               [Sec. 12-13-2 - Proposed Revisions](#)  
                               [Sec. 12-13-4 - Proposed Revisions](#)  
                               [Sec. 12-2-45 - Proposed Revisions](#)  
                               [Sec. 12-2-81 - Proposed Revisions](#)

- 10.      [19-00358](#)        JOINT MEETINGS BETWEEN THE CITY COUNCIL, MAYOR AND THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

*Recommendation:* That City Council direct the Council Executive to coordinate with the City Council, the Mayor’s Office and the Escambia County Board of County Commissioners setting up two (2) joint meetings of the City Council, the Mayor and Escambia County Board of County Commissioners per year.

*Sponsors:*            Sherri Myers

11. [19-00294](#) U.S. DEPARTMENT OF COMMERCE - FINANCIAL ASSISTANCE  
AWARD NO. 04-79-07378

**Recommendation:** That City Council authorize the Mayor to accept and execute Financial Assistance Award No. 04-79-07378 from the U.S. Department of Commerce, Economic Development Administration in the amount of \$12,250,000 related to the expansion of the Maintenance, Repair, and Overhaul (MRO) facility at Pensacola International Airport. Further, that City Council approve the grant resolution and authorize the Mayor or his designee to take all actions necessary related to the finalization of the grant.

**Sponsors:** Grover C. Robinson, IV

**Attachments:** [Economic Development Administration Financial Award No. 04-79-07378](#)  
[Grant Resolution](#)

12. [2019-37](#) RESOLUTION NO. 2019-37 - U.S. DEPARTMENT OF COMMERCE,  
ECONOMIC DEVELOPMENT ADMINISTRATION FINANCIAL  
ASSISTANCE AWARD

**Recommendation:** That City Council adopt Resolution No. 2019-37.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE FINANCIAL ASSISTANCE AWARD NO. 04-79-07378 WITH THE U.S. DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION FOR THE CONSTRUCTION OF A MAINTENANCE, REPAIR, AND OVERHAUL FACILITY AT PENSACOLA INTERNATIONAL AIRPORT; PROVIDING AN EFFECTIVE DATE.

**Sponsors:** Grover C. Robinson, IV

**Attachments:** [Resolution No. 2019-37](#)  
[Economic Development Administration Financial Award No. 04-79-07378](#)

13. [19-00360](#) AIRPORT - STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AMENDMENT TO THE PUBLIC TRANSPORTATION AGREEMENT

**Recommendation:** That City Council authorize the Mayor to accept and execute the State of Florida Department of Transportation Amendment to the Public Transportation Grant Agreement Financial Project 441494-2-94-01 in the amount of \$8,000,000 for Pensacola International Airport Facilities Development related to MRO expansion. Further, that City Council approve the grant resolution and authorize the Mayor or his designee to take all actions necessary related to the finalization of the grant amendment.

**Sponsors:** Grover C. Robinson, IV

**Attachments:** [State of Florida Department of Transportation Amendment to the Public Transportation Grant Agreement Resolution No. 2019-40 for Grant Amendment](#)

14. [2019-40](#) RESOLUTION NO. 2019-40 - STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT

**Recommendation:** That City Council adopt Resolution No. 2019-40.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE AN AMENDMENT TO PUBLIC TRANSPORTATION GRANT AGREEMENT FINANCIAL PROJECT 441494-2-94-01 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR FACILITIES DEVELOPMENT AT THE PENSACOLA INTERNATIONAL AIRPORT AIR COMMERCE PARK; PROVIDING AN EFFECTIVE DATE.

**Sponsors:** Grover C. Robinson, IV

**Attachments:** [Resolution No. 2019-40](#)  
[State of Florida Department of Transportation Amendment to the Public Transportation Grant Agreement Resolution No. 2019-40 for Grant Amendment](#)



15. [26-19](#) PROPOSED ORDINANCE NO. 26-19 CREATING SECTION 7-12 OF THE CODE OF THE CITY OF PENSACOLA - DOCKLESS SHARED MICROMOBILITY DEVICES PILOT PROGRAM ORDINANCE

*Recommendation:* That City Council approve Proposed Ordinance No. 26-19 on first reading.

AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA CREATING CHAPTER 7-12 OF THE CODE OF THE CITY OF PENSACOLA TO REGULATE A DOCKLESS SHARED MICROMOBILITY DEVICE PILOT PROGRAM; PROVIDING FOR PURPOSE AND APPLICABILITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR A PILOT PROGRAM FOR SHARED MICROMOBILITY DEVICES ON PUBLIC RIGHTS-OF-WAYS; PROVIDING FOR THE VENDORS' RESPONSIBILITIES AND OBLIGATIONS IN OPERATING A SHARED MICROMOBILITY DEVICE SYSTEM; PROVIDING FOR SHARED MICROMOBILITY DEVICE SPECIFICATIONS; PROVIDING FOR THE OPERATION AND PARKING OF A SHARED MICROMOBILITY DEVICE; PROVIDING FOR IMPOUNDMENT OR REMOVAL OR RELOCATING BY THE CITY; PROVIDING FOR ENFORCEMENT, FEES AND PENALTIES; PROVIDING APPELLATE RIGHTS; PROVIDING FOR INDEMNIFICATION AND INSURANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

*Sponsors:* Grover C. Robinson, IV

*Attachments:* [Proposed Ordinance No. 26-19](#)  
[MicroMobility Map Proposed Franchise and Excluded Areas](#)

16. [05-19](#) PROPOSED ORDINANCE NO. 05-19 - AMENDMENT TO LAND DEVELOPMENT CODE CHAPTER 12-10 FLOODPLAIN MANAGEMENT AND CREATING SECTION 14-1-133 LOCAL GOVERNMENT AMENDMENTS TO FLORIDA CODE

*Recommendation:* That City Council adopt Proposed Ordinance No. 05-19 on second reading.

AN ORDINANCE REPEALING AND REPLACING SECTION 12-10-1 THROUGH SECTION 12-10-6 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR FLOODPLAIN MANAGEMENT REGULATIONS, DEVELOPMENT STANDARDS AND PROCEDURES FOR CONSTRUCTION IN AREAS SUBJECT TO FLOODING; CREATING SECTION 12-10-7 THROUGH SECTION 12-10-17 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR INSPECTION OF FLOODPLAIN CONSTRUCTION; VARIANCES AND APPEALS; DEFINITIONS; REGULATING CONSTRUCTION AND SITING OF BUILDINGS, SUBDIVISIONS, MANUFACTURED HOMES, RECREATIONAL VEHICLES AND TRAILERS, TANKS AND OTHER DEVELOPMENTS; CREATING SECTION 14-1-133 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FLOODPLAIN AMENDMENTS SUPPLEMENTAL TO THE FLORIDA BUILDING CODE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

*Sponsors:* Grover C. Robinson, IV

*Attachments:* [Proposed Ordinance No. 05-19](#)  
[May 8, 2018 Planning Board Minutes](#)

## FOR DISCUSSION

17. [19-00372](#) BOARDS, COMMISSIONS, AND AUTHORITIES

*Sponsors:* Jewel Cannada-Wynn

## CONSIDERATION OF ANY ADD-ON ITEMS

## READING OF ITEMS FOR COUNCIL AGENDA

## COMMUNICATIONS

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# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 19-00327

City Council

8/8/2019

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### **PRESENTATION ITEM**

**FROM:** City Council President Andy Terhaar

**SUBJECT:**

UNITED WAY OF WEST FLORIDA

**REQUEST:**

That City Council receive a presentation from the United Way of West Florida.

**SUMMARY:**

The United Way of Escambia County recently underwent a name change, now referred to as the United Way of West Florida. This name change reflects the expansion into Santa Rosa County.

The United Way of West Florida will continue to operate under the core values of Integrity, Leadership, Inclusiveness, Volunteerism and Excellence.

During this presentation, the United Way of West Florida desires to give an update on their information and referral program, 2-1-1.

**PRIOR ACTION:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

None

**PRESENTATION:** No



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 19-00378

City Council

8/8/2019

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### **PRESENTATION ITEM**

**FROM:** City Council President Andy Terhaar

**SUBJECT:**

REQUEST TO NAME BAYVIEW COMMUNITY RESOURCE CENTER

**REQUEST:**

That City Council receive a presentation from Parks & Recreation Board Chairperson Paul Epstein and Mrs. Betty Douglas regarding the request to name the Bayview Community Resource Center.

**SUMMARY:**

A request has been made to name the new Bayview Community Resource Center after former Parks and Recreation Director Julian "Ole" Olsen. In following City Code Section 2-3-3 - Naming City Property, this item was reviewed by the Parks and Recreation Board at their April 18, 2019 meeting.

At their Board Meeting on June 20, 2019, the following motions were made and approved by the Parks and Recreation Board to be forwarded to City Council for consideration:

1 - The Parks and Recreation Board does not recommend renaming the Bayview Community Resource Center, and that the name, "Bayview Community Resource Center" should be retained into perpetuity.

2 - The Board consider naming something significant within Bayview Park after Julian "Ole" Olsen.

This presentation discusses the request and Board action.

**PRIOR ACTION:**

April 18, 2019 - Parks and Recreation Board Meeting

June 20, 2019 - Parks and Recreation Board Meeting

**STAFF CONTACT:**

Don Kraher, Council Executive

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**ATTACHMENTS:**

- 1) April 18, 2019 Parks and Recreation Board Minutes
- 2) June 20, 2019 Parks and Recreation Board Minutes

**PRESENTATION:** Yes



# City of Pensacola

## Parks and Recreation Board

### Approved Meeting Minutes

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April 18, 2019

8:00 am

Whibbs Conference Room

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**Members Present:** Paul Epstein (Chairperson), Antonio Bruni (left at 8:45), David Del Gallo, Alejandra Escobar-Ryan, David Forte, Gabriela Garza, Leah Harrison, Rand Hicks, Maranda Sword

**Members Absent:** None

**City Staff Present:** Brian Cooper (Parks and Recreation Director), Bill Kimball (Parks Superintendent), Heidi Thorsen (Assistant to the Director), Robyn Tice (Assistant City Clerk), Tonya Vaden (Marketing Coordinator)

**Others Present:** Betty Douglas, Krista Hobgood, Dr. Ole Olsen (Julian Olsen's grandson)

#### **SWEARING IN**

Assistant Clerk Tice swore in the reappointed (Maranda Sword) and new (Antonio Bruni, David Del Gallo, Alejandra Escobar-Ryan, Gabriela Garza, and Leah Harrison) Board members.

**CALL TO ORDER** - 8:06 by Chairperson Epstein.

**ROLL CALL** - An oral roll call was taken.

#### **APPROVAL OF MINUTES**

Member Hicks made a motion to approve the minutes of the March 21, 2019 meeting. Member Sword seconded. The minutes were approved.

#### **NEW BUSINESS**

##### **Naming of Bayview Community Resource Center in honor of J. Olsen**

Mrs. Betty Douglas spoke on the merits of Mr. Julian Ole Olsen. He was the first Parks and Recreation Director for the City of Pensacola. He was a pioneer who established many programs that affected many areas. Many of his peers including Jimmy Hitzman, Redd Vickrey, and Corrine Jones, have buildings named after them. He served as the president of FRPA (Florida Recreation and Parks Association) for two years, and also received an Achievement Award from FRPA for outstanding service to his community and the State of Florida. He was active in the National Parks Association and received acknowledgement from there as well.

Julian Olsen helped develop Bayview Park, and started a swimming program there. He helped establish many youth centers including Sanders Beach, Fricker Resource Center and Bayview Community Center.

Dr. Olsen mentioned that his grandfather was from Denmark. He signed with the New York Yankees as a catcher until he was told to find a “respectable job”. He created “tot lots” to provide recreation places for the children in the area. He developed a softball league that met on Wednesday afternoons. He setup the first lifeguards on the beach. He was also responsible for setting up things such as boxing matches and square dances. Both Mrs. Douglas and Dr. Olsen mentioned that Julian Olsen would not be in favor of the honor, but definitely deserves it.

Discussion followed. Member Forte mentioned that since this is new construction and the building had not been named after anyone else, this is just a naming. Chairperson Epstein read the City Ordinance pertaining to naming City property. He discussed that the Parks and Recreation Board has to approve the naming, then it would go to City Council for them to approve or deny. He mentioned that he would like to table this discussion until next month to provide the Board members the opportunity to read all of the information that was provided concerning Mr. Olsen. Bayview was selected due to his accomplishments at Bayview Park.

Naming of the facility was also briefly discussed. Member Sword mentioned that she would like to keep the word “Bayview” somewhere in the name. The original Bayview Center was built while Mr. Olsen was the Director.

### **Sunshine Law overview**

Chairperson Epstein provided a brief overview of the Sunshine Law. He did disclose that he and Gabriela Garza work together, however they never discuss any items related to Parks and Recreation at work.

### **DIRECTOR/STAFF REPORTS**

Director Cooper mentioned that next month he will have all of the areas of Parks and Recreation provide a brief presentation of what they do so that the new members will have a better understanding of the Department.

He brought the following reports:

- We received a thank you from the United States Bowling Congress (USBC) for supporting the Southern Bowling Congress tournament which will be held in Pensacola in February and March 2021.
- Morris Court is undergoing some renovations, a new basketball court, walking path, storm water pond, etc.
- There will be a ribbon cutting for the new playground at Armstrong Park on Friday, April 26 at 4:15.
- Also on that day at 2:00 we will be celebrating National Arbor Day at Miraflores Park. We will be giving away three different species of trees as well as planting a tree.
- We will be installing new windows in the Cobb Center gym.
- We began installing a new playground in Parker Circle on April 17. The ribbon cutting should be in 3-5 weeks.



- Tierra Verde playground will be the next one to go in after Parker Circle is complete.
- The renovations at Bayview Senior Center are taking longer than expected. We will be going to Council in a few weeks to get additional funding. We will still be able to use the Brownsville Community Center.
- Bayview Center is under construction.
- We have removed the blue rubber mulch from Bryan Park. We will be replacing it with engineered wood fiber.
- Springdale Park will also be getting a new playground.

Coordinator Vaden mentioned some upcoming events – Blues on the Bay and Movies in the Park. Fricker Center is holding an Easter Egg hunt on Saturday. The Athletics team has put together another Pitch Hit Run Event that will be held on Saturday. She also mentioned that we have a new version of the Playbook covering May through July. The magazine is produced totally in-house. We have between 3000 to 3500 copies printed.

## **OLD BUSINESS**

### **Board Member Park Visitation Program**

Chairperson Epstein mentioned this program for our new members. He asked them to send their desired parks to Assistant Thorsen to decide who will visit which park. The goal is to get the members out of their neighborhood and discover parks in other parts of the City.

The following parks were reported on – Aviation Discovery Park, Baars Park, Belvedere Park, Eastgate Elizabeth Ferniany Peaden Park, Cecil Hunter Pool, H.T. Williams Park

Director Cooper mentioned that due to mold caused by roof issues at Cecil Hunter Pool, the pool will be operated through the back restrooms until renovations to the building can be done after swim season.

## **OPEN FORUM**

- Ms. Hobgood brought up questions about how we communicate to City Council. Chairperson Epstein addressed her issues. Her desire is to get more community involvement.
- She also mentioned that there are no bathrooms at Hitzman Park. Director Cooper mentioned that we have bathrooms at Hitzman that are opened daily, but none that are ADA compliant. Director Cooper mentioned that when the renovations are made to Hitzman, there will be ADA compliant bathrooms.
- Chairperson Epstein mentioned if there are issues with parks, citizens can log a 311 request.
- Discussion came up about the meeting time of the Board. We will briefly discuss this next month, but vote on it in the June meeting.
- The City has an ADA compliance report. All of our parks are ADA compliant, but only Hitzman is ADA inclusive, allowing people with disabilities to use all of the equipment.
- There will be no park visitation reports next month due to the staff presentations.

**ADJOURNMENT** – 9:38 am



City of Pensacola  
Parks and Recreation Board  
Approved Meeting Minutes

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June 20, 2019

8:00 am

Whibbs Conference Room

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**Members Present:** Paul Epstein (Chairperson), David Del Gallo, Alejandra Escobar-Ryan, David Forte (left at 8:25), Gabriela Garza, Leah Harrison, Rand Hicks

**Members Absent:** Antonio Bruni, Maranda Sword

**City Staff Present:** Brian Cooper (Parks and Recreation Director), Cheryl Fox (Athletics Superintendent), Bill Kimball (Parks Superintendent), Heidi Thorsen (Assistant to the Director), Tonya Vaden (Marketing Coordinator)

**City Council Present:** Sherri Myers

**Others Present:** Betty Douglas, Dottie Dubuisson, Krista Hobgood, Kelley Martinez

**CALL TO ORDER** - 8:02 by Chairperson Epstein.

**ROLL CALL** - An oral roll call was taken.

### **APPROVAL OF MINUTES**

Member Del Gallo made a motion to approve the minutes of the April 18, 2019 meeting. Member Hicks seconded. The minutes were approved. One point of clarification re: the insects in parks – due to the number of parks, it is impossible for the Parks Crew to find all of the insect problems in all of the parks, so they rely on 311 and any other notifications they receive. They are handled as soon as the crew is made aware of the issue.

### **OLD BUSINESS**

#### **Naming of Bayview Community Resource Center in honor of J. [Julian Ole] Olsen**

- This is the only naming request received for this facility.
- Several Board members have spoken with citizens, and the citizens want to keep the name as the Bayview Community Resource Center or Bayview Resource Center.
- Even if it gets renamed in honor of Mr. Julian Ole Olsen, people will still refer to it as the Bayview Resource Center.
- Ms. Douglas would still like for it to be named something like the Olsen Bayview Center or some combination that incorporates both Olsen and Bayview in the name.
- Some of the Board members investigated Mr. Olsen to be sure that there is nothing contentious in his past.

- It was mentioned that more public input is needed. Since Bayview Park is a regional park, not only should the neighborhood offer input, but the greater Pensacola area as well. Perhaps City Council would be a better place to get more public input.
- The Board is making recommendations to Council in this matter due to the City ordinance regarding naming of city property. Once a decision is made, backup for the decision will be included in what is presented to Council.
- Chairperson Epstein mentioned that based on the ordinance, the entire center should be named after him, not just a portion thereof.
- In an effort to educate the public of Mr. Olsen's merits, some information needs to be disseminated.
- Member Del Gallo made the following motion:
  - That we do not move forward with the renaming of the Center.**
  - o The motion was seconded by Member Hicks. Discussion followed.
  - o Member Harrison mentioned that if other naming requests for the facility are ever received, that we reconsider naming it after Mr. Olsen.
  - o Ms. Douglas does not feel that just naming part of the center would do him justice since other centers have been named in honor of his peers. She is also not in favor of naming Bayview Senior Center after him since he did not have a part in that center.
- The motion was amended several times, each time followed by a second and discussion. The discussion revolved around naming something significant other than the community center in his honor.
- Member Escobar-Ryan mentioned that there are actually two different issues here and they need to be separated.
  1. Are we renaming the center after one person?
  2. What will be named in honor of Mr. Olsen?
- In response to Member Escobar-Ryan's point, the Board came up with the following motion [in place of the one above]:
  - After considering a naming proposal, we do not recommend renaming the Bayview Community Resource Center, and that this name [Bayview Community Resource Center] should be retained into perpetuity.**
  - o The motion was seconded and passed unanimously.
- Member Del Gallo brought the next motion –
  - That we consider naming something significant in Bayview Park after Mr. Olsen.**
  - o Member Harrison seconded the motion. Motion passed.
  - o Discussion followed. What should be named after him? Even though he did not have any part of the Senior Center it was thrown out as a possibility. Considerable consideration was given to the street leading into the park, but ultimately decided to let the City Council decide what would be deserving of the honor.
  - o This motion will be passed up to City Council, and at their next meeting, Chairperson Epstein and Ms. Douglas will give a presentation regarding the many contributions to Parks and Recreation made by Mr. Julian Ole Olsen.

**NEW BUSINESS****Park Restrooms**

- Due to time constraints, this item will be moved to next month's meeting.

**DIRECTOR/STAFF REPORTS, CORRESPONDENCE, PROJECT UPDATES**

Director Cooper brought the following updates:

- Morris Court improvements are about done. The ribbon cutting should be in mid-July.
- The renovations at Cobb Resource Center are complete. They removed carpet from the library, replaced the gym windows, and repainted.
- Housing has received a grant to make some improvements to Kiwanis Park.
- Bayview Senior Center is progressing nicely.
- The building of Bayview Community Center is going up.
- Terre Verde and Legion Field playgrounds are the next ones to be replaced.
- The YMCA/City land exchange passed Council last Thursday.
- Blues on the Bay this Sunday, movie on Friday.

**OLD BUSINESS****Board Member Park Visitation Program**

- The following parks were presented: Bruce Beach, Community Maritime Park, Cordova Square, Lions Park, Miraflores Park, Operto Square, Parker Circle Neighborhood, Roger Scott Athletic Complex, Semmes Park, Toledo Square.

**Board Meeting Time**

- No matter what time is selected for the meetings, the time will be difficult for the public to attend.
- Ms. Dubuisson asked the Board to consider meeting at 3:00, but not after 5:00. Based on her experience, most of the public attends meeting between 3:00-5:00.
- Council Member Myers boisterously berated the board and mentioned that she will have a Council item on the July agenda requiring this Board to meet between 1:00 and 3:00 in the afternoon.
- Ms. Hobgood recommended possibly varying the times, or have an outreach portal such as Facebook Live or video recording the meetings where citizens can pick what part of the meetings they would like to listen to..
- Chairperson Epstein went around the Board members, and asked if they could make a 3:30 pm meeting. Only two of the remaining six members [David Forte had left by this point in the discussion] could attend the meeting without some sort of "making other arrangements". The majority mentioned that an 8:00 meeting time is best.
- Other ways of engaging the public, informing them of issues the Board discusses, and getting their feedback will be explored.

**OPEN FORUM**

- Ms. Dubuisson thanked everyone for their service. She complained about the restroom and general maintenance of H. T. Wyer Park.
- Council Member Myers was really upset at the length of time that the Board discussed the land exchange with the YMCA.

**ADJOURNMENT** – 9:50 am



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 19-00138

City Council

8/8/2019

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Grover C. Robinson, IV, Mayor

**SUBJECT:**

SANDSPUR DEVELOPMENT, LLC GROUND LEASE AND DEVELOPMENT AGREEMENT AMENDMENT NUMBER 1

**RECOMMENDATION:**

That City Council authorize the Mayor to execute Amendment Number 1 of the Ground Lease and Development Agreement with Sandspur Development, LLC and execute both the associated Easement Agreement and the Memorandum of Ground Lease to reduce the Sandspur leasehold area, in substantially similar form as appropriate to carry out the purpose of the transaction. Further, that City Council authorize the Mayor to take all necessary actions to execute Amendment Number 1, the Easement Agreement, and the Memorandum of Ground Lease.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

In November 2008, the City approved a ground lease and development agreement with Sandspur Development, LLC for 11.44 acres of Airport property along 12<sup>th</sup> Avenue. The lease was part of Airport Staff's revenue diversification strategy to increase and strengthen its non-airline revenue base. Since lease commencement, Sandspur has developed and operates a Hyatt branded hotel on the premises, and has worked with the Baptist Medical Group to develop and operate a medical office building on the premises. Presently, approximately 5.53 acres of the 11.44 acre leasehold is occupied, with the remaining 5.91 acres undeveloped.

The continued strong growth in passenger traffic over the last three years is creating a demand for additional public parking facilities at the main terminal. The Airport has roughly 2800 spaces available for the general public spread among four parking areas. A project to increase the size of one of the existing parking areas will soon add approximately 260 additional spaces. However, more parking will be needed to meet increasing demand while a longer-term garage expansion project is developed. Airport Staff has identified the undeveloped portion of the Sandspur leasehold as an area that can be readily developed for additional surface parking and integrated into the existing parking operation.

Sandspur Development is willing to release the undeveloped areas from their leasehold.

**PRIOR ACTION:**

December 13, 2007 - City Council approved an Exclusivity Agreement with Innisfree Development, LLC for negotiating rights for the development of a hotel complex and retail complex.

November 20, 2008 - City Council approved the Ground Lease and Development Agreement with Sandspur Development, LLC.

December 15, 2011 - City Council approved a Landlord's Acknowledgement and Consent of Collateral Assignment of Lease.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

Sandspur currently pays \$231,649.24 per year for the undeveloped 5.91 acres of their leasehold. Revenue generated from all public parking in FY'18 amounted to \$6,559,484. Airport Staff estimates that when the area is developed for public parking, the revenue generated from the use of the area will greatly exceed the rental amount currently received from Sandspur. Sandspur will continue to pay rent on the remaining property developed for the Hyatt Hotel and Baptist medical office facility. The annual rental amount for these areas is presently \$216,754.

**CITY ATTORNEY REVIEW:** Yes

7/26/2019

**STAFF CONTACT:**

Christopher L. Holley, City Administrator  
Daniel Flynn, Airport Director

**ATTACHMENTS:**

- 1) Sandspur Amendment Number 1
- 2) Sandspur Amendment Number 1 Easement Agreement
- 3) Sandspur Amendment Number 1 Memorandum of Lease

**PRESENTATION:** No

***AMENDMENT NUMBER 1***  
***GROUND LEASE AND DEVELOPMENT AGREEMENT***  
***AT***  
***PENSACOLA INTERNATIONAL AIRPORT***  
***BETWEEN***  
***CITY OF PENSACOLA, FLORIDA***  
***AND***  
***SANDSPUR DEVELOPMENT, LLC***



**AMENDMENT NUMBER 1  
GROUND LEASE AND DEVELOPMENT AGREEMENT**

This Amendment Number 1 to Ground Lease and Development Agreement (hereinafter referred to as this "Amendment") is made and entered into effective as of this \_\_\_\_ day of \_\_\_\_\_, 2019 (hereinafter referred to as the "Effective Date") by and between the **CITY OF PENSACOLA**, a municipal corporation of the State of Florida with the address of 222 West Main Street, Pensacola, Florida 32502 (hereinafter referred to as "City") and **SANDSPUR DEVELOPMENT, LLC**, a Florida limited liability company (hereinafter referred to as "Lessee").

**RECITALS**

WHEREAS, City and Lessee are parties to that certain Ground Lease and Development Agreement dated November 21, 2008 (hereinafter referred to as the "Agreement"), relating to certain Premises at the Pensacola International Airport (Airport) containing approximately 11.44 acres, as more particularly described in said Agreement;

WHEREAS, to facilitate the orderly development and operation of the Premises, Lessee has developed the Premises into five sub parcels – Hotel Parcel, Parcel A, Parcel B, Parcel D, and Parcel E – as more particularly identified and described herein and depicted in Figure 1, below;

WHEREAS, City has determined that it is in the best interest of the Airport to delete Parcel A, Parcel B, and Parcel E from the Agreement and to use such sub parcels for higher and more essential Airport Purposes; and

WHEREAS, Lessee has decided it is in its interest to voluntarily relinquish to the City Parcel A, Parcel B, and Parcel E;

NOW, THEREFORE, in consideration of the promises, covenants, terms, and conditions herein set forth, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Removed Parcels. Parcels A, B and E (collectively, Parcels A, B, and E are the “Removed Parcels”) are hereby deleted from the definition of the “Leased Premises” and “Premises” in the Agreement. Exhibit 1 is the description of the Removed Parcels and is attached hereto and made a part hereof by reference.

2. Amended Leased Premises. References to the “Leased Premises” and “Premises” in the Agreement shall hereinafter mean and include the Hotel Parcel and Parcel D, only, as depicted below. To that end, Exhibit A to the Agreement is hereby deleted in its entirety and replaced with Exhibit 2 attached hereto and made a part hereof by reference.

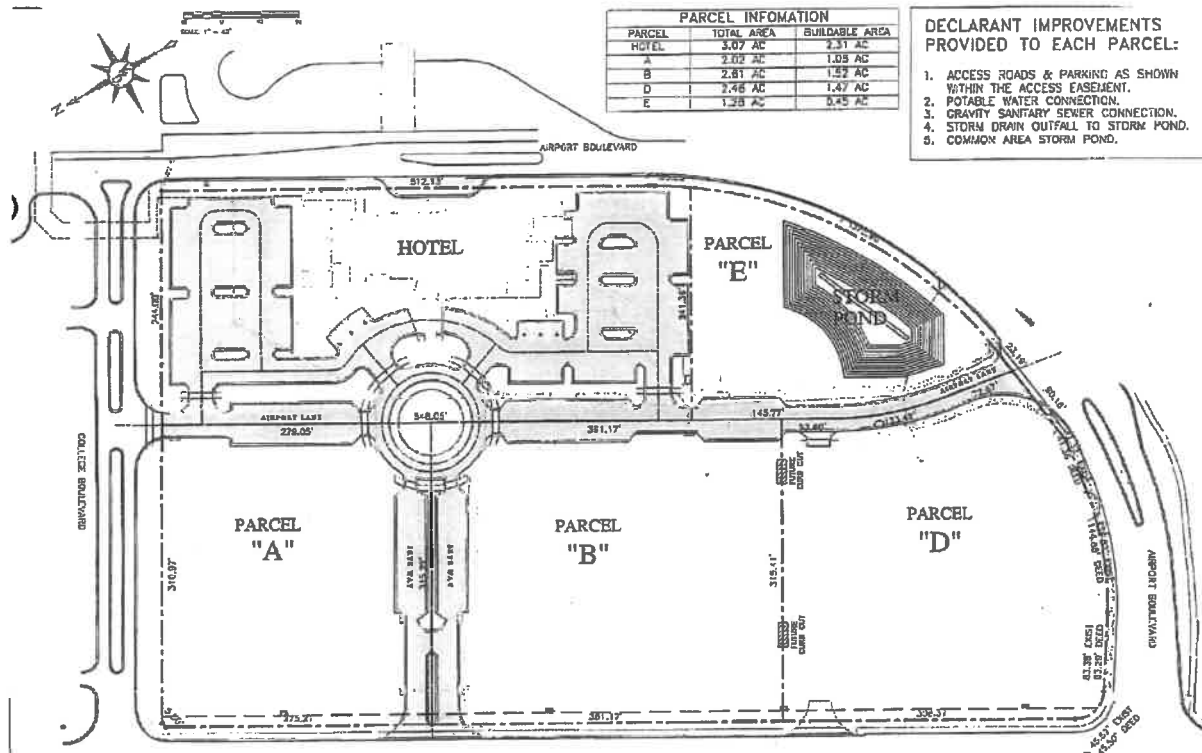


Figure 1 Site Plan

3. Real Property Ad Valorem Taxes and Assessments Against Removed Parcels.

- a. Lessee represents and warrants that all real property ad valorem taxes and assessments levied or assessed against the Removed Parcels during or for the time period from November 21, 2008, through December 31, 2018, inclusive, have been paid in full.

b. Lessee shall pay in full, prior to December 31, 2019, all real property ad valorem taxes and assessments levied or assessed against the Removed Parcels during or for the time period from January 1, 2019, through the Effective Date, inclusive.

4. Special Warranty of Title to Removed Parcels. Lessee warrants and represents to City that, except for those easements, restrictions, covenants, subleases, licenses, claims, liens, and encumbrances of record, the Removed Parcels are free and clear of any and all easements, restrictions, covenants, subleases, licenses, claims, liens, and encumbrances created or imposed by Lessee or by any person or entity claiming by, through, or under Lessee, and that Lessee will warrant and defend title to the Removed Parcels against the claims of all persons and entities claiming by, through, or under Lessee, but no further.

5. Partial Release of Security Instruments. Contemporaneously with the execution of this Amendment, Lessee shall cause to be released of record, as to the Removed Parcels only, the leasehold mortgage, assignments of rents and leases, UCC financing statements and other security documents held by Summit Bank, N. A., identified in Exhibit 3 attached hereto and incorporated herein by reference.

6. Elimination of Rent on Parcel A, Parcel B, and Parcel E. The Agreement, including, without limitation, Section 5 thereof, is hereby amended to eliminate Lessee’s obligation to pay Rent on the Removed Parcels. For example, the annual Rent calculation following the Effective Date of this Amendment is as follows:

| Subparcel | Total Acres | Total Square Feet | Value/sf | Current Ground Rent |
|-----------|-------------|-------------------|----------|---------------------|
| Hotel     | 3.07        | 133,729           | 0.8998   | \$ 120,332          |
| D         | 2.46        | 107,158           | 0.8998   | 96,422              |
| Total     | 5.53        | 240,887           | -        | \$ 216,754          |

For the avoidance of doubt, Rent shall remain subject to the terms and conditions of the Agreement, including, without limitation, adjustment under the final paragraph of Section 5(b) and Section 5(c) thereof.

7. Removed Parcel Development.

a. The City represents that the Removed Parcels will be developed and used for Airport Purposes as this term is defined by the Federal Aviation

Administration (FAA) – Grant Assurances and FAA Airport Compliance Manual – Order 5190.6B. The projects to be constructed on Removed Parcels shall be included in updated versions of the Airport Master Planning and Capital Improvement Program both of which include the opportunity for public input and involvement. The Airport’s master plan provides a road map for efficiently meeting aviation demand and airport requirements for the 20-year future while preserving the flexibility necessary to respond to changing conditions.

- b. The City is planning to remove Skye Way from 12<sup>th</sup> Avenue to the Airport Lane round-about (shown in Figure 2, below) and combine Removed Parcels A and B into a single parcel. Lessee hereby consents to City’s removal of Skye Way from 12<sup>th</sup> Avenue to the Airport Lane round-about and hereby releases all rights and easements, express or implied, for the use of Skye Way from 12<sup>th</sup> Avenue to the Airport Lane round-about.

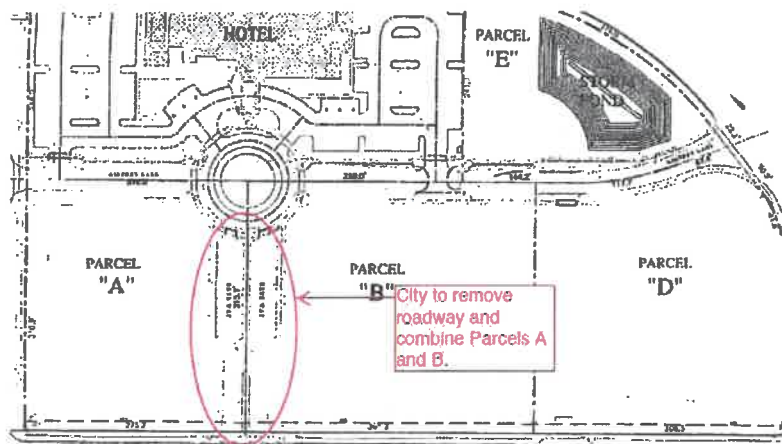


Figure 2 Combining Parcels A and B

- c. The parties hereto acknowledge that there are no easements for curb cuts or driveways along the common boundary between Removed Parcel B and Parcel D. The two parcels will not be connected.
- d. In consideration of and as a material inducement for Lessee’s entry into this Amendment, the City hereby covenants and agrees that that, for so long as that certain Commercial Ground Sublease dated September 17, 2015 between Lessee and 2400 Block Airport Blvd, LLC, a Florida limited liability company, as further evidenced by that certain Short Form Commercial Ground Sublease recorded in Book 7407, Page 1564 of the Official Records of Escambia County, Florida, is in full force and effect,

and a medical office building is continuously open and operating as a medical office building on Parcel D, then City shall not lease, rent or use any of the Removed Parcels for the following limited uses: (i) the provision or operation of any "Ancillary Medical Care Service or Facility" (as hereinafter defined), (ii) the provision of care and/or services in the following specialties: cardiology, cardiac rehabilitation, sports medicine, orthopedics, pain management, neurology, obstetrics and gynecology, oncology, endoscopy, gastroenterology, family practice, internal medicine, and primary care, or (iii) the operation of a specialty hospital, or a trauma or urgent care facility ("Limited Prohibited Uses"). The Limited Prohibited Uses shall be strictly and narrowly construed so as to not prohibit all medical related uses on the Removed Parcels.

As used herein, an "Ancillary Medical Care Service or Facility" shall mean and include, any form of testing for diagnostic or therapeutic purposes, provision or operation of a laboratory (including, without limitation, a pathology laboratory or a clinical laboratory), diagnostic imaging services, which include, without limitation, the following testing facilities: fluoroscopy; x-ray; plane film radiography; computerized tomography (CT); ultrasound; radiation therapy; mammography and breast diagnostics; nuclear medicine testing and magnetic resonance imaging (MRI); physical therapy services; and respiratory therapy service.

8. Airport Lane. "Airport Lane" as identified in Figure 1, above, shall be renamed to "Skye Way" (the "Name Change"). Within 10 days following a written request from Lessee, City shall (a) furnish Lessee all documents and/or information which Lessee may deem necessary or desirable, or which Lessee may require, in order to obtain the Name Change; (b) execute any and all applications for the Name Change, and any related documents, which Lessee may deem necessary or desirable, or which Lessee may be required, to file with any governmental authority, or other public or private body or person, in order to obtain the Name Change; and (c) otherwise use its best, good-faith efforts to assist Lessee in obtaining the Name Change.

9. Public Records Laws. Section 22 of the Agreement is hereby amended to add the following subsection:

"ee. Public Records Laws

FLORIDA PUBLIC RECORDS LAW. The Florida Public Records Law, as contained in Chapter 119, Florida Statutes, is very broad. As a result, any

written communication created or received by City will be made available to the public and media, upon request, unless a statutory exemption from such disclosure exists. Lessee shall comply with the Florida Public Records Law in effect from time to time if and to the extent that the Florida Public Records Law is applicable to Lessee.”

10. Easement Agreement. In consideration of and as a material inducement for this Amendment, the City and Lessee shall simultaneously herewith execute and deliver an Easement Agreement in substantially the form attached hereto as Exhibit 4 and made a part hereof by reference. The Easement Agreement will be recorded by Lessee in the Public Records of Escambia County promptly upon full execution thereof.

11. Amendment to Declaration. In consideration of and as a material inducement for this Amendment, Lessee shall simultaneously herewith execute and deliver a First Amendment to Ground Lessee’s Declaration of Reciprocal Easements, Building Standards and Restrictive Covenants for Airport and 12<sup>th</sup> in substantially the form attached hereto as Exhibit 5 and made a part hereof by reference (“Amendment to Declaration”). The Amendment to Declaration will be recorded by Lessee in the Public Records of Escambia County promptly upon full execution thereof.

12. Amendment to Memorandum of Ground Lease. In consideration of and as a material inducement for this Amendment, the City and Lessee shall simultaneously herewith execute and deliver that First Amendment to Memorandum of Ground Lease in substantially the form attached hereto as Exhibit 6 and made a part hereof by reference (“Amendment to Memorandum”). The Amendment to Memorandum will be recorded by Lessee in the Public Records of Escambia County promptly upon full execution thereof.

13. Amendment Executed in Counterparts. This Amendment may be executed in several counterparts, by separate signature pages, and/or by either emailed (e.g. PDF) or facsimile signatures, each of which may be deemed an original, and all such counterparts, separate signature pages, and emailed or facsimile signatures together shall constitute one and the same Amendment.

14. Capitalized Terms. Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

15. Full Force and Effect. Except as expressly modified herein, the terms of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned have duly executed this Amendment as of the dates set forth below.

**CITY:**

**CITY OF PENSACOLA**

By: \_\_\_\_\_  
Grover Robinson, IV - Mayor

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Ericka Burnett, City Clerk

Approved as To Content:

By: \_\_\_\_\_  
Airport Director

Legal in Form and Valid as Drawn:

By: \_\_\_\_\_  
City Attorney

[A separate signature page follows.]

**"LESSEE"**

**SANDSPUR DEVELOPMENT, LLC, a**  
Florida limited liability company

By: **INNISFREE HOTELS, INC., an**  
Alabama corporation, its Manager

By: \_\_\_\_\_  
Ted Ent, President

Witnesses:

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Acknowledged and consented to by:

SUMMIT BANK, N.A.

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_



## Exhibit 1 – Removed Parcels

**LEGAL DESCRIPTION: Parcel A**

Commence at the intersection of the east line of Section 33, Township 1 South, Range 30 West, Escambia County, Florida; and the eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the west and having a radius of 1330.14 feet; thence Southerly (this course and the next four courses along said right-of-way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West (South 27 degrees 38'58" West exist) for a distance of 101.15 feet (101.60 feet exist) to the point of beginning.

Thence South 77 degrees 31'45" West (South 77 degrees 24'43" West exist) for a distance of 5.49 feet (5.50 feet exist); thence South 29 degrees 20'28" West for a distance of 275.21 feet; thence South 60 degrees 39'32" East for a distance of 315.22 feet; thence North 29 degrees 18'37" East for a distance of 279.05 feet to the southerly right of way line of College Boulevard (R/W varies); thence North 60 degrees 41'23" West along said southerly right of way line for a distance of 310.97 feet to the point of beginning.

All lying and being in Sections 17 and 33, Township 1 South, Range 30 West, Escambia County, Florida. Containing 2.02 acres, more or less.

### AND

**LEGAL DESCRIPTION: Parcel B**

Commence at the intersection of the east line of Section 33, Township 1 South, Range 30 West, Escambia County, Florida; and the eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the west and having a radius of 1330.14 feet; thence Southerly (this course and the next five courses along said right-of-way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West (South 27 degrees 38'58" West exist) for a distance of 101.15 feet (101.60 feet exist); thence South 77 degrees 31'45" West (South 77 degrees 24'43" West exist) for a distance of 5.49 feet (5.50 feet exist); thence South 29 degrees 20'28" West for a distance of 275.21 feet for the point of beginning.

Thence continue South 29 degrees 20'28" West for a distance of 361.17 feet; thence South 60 degrees 39'32" East for a distance of 315.41 feet; thence North 29 degrees 18'37" East for a distance of 361.17 feet; thence North 60 degrees 39'32" West for a distance of 315.22 feet to the point of beginning.

All lying and being in Sections 17 and 33, Township 1 South, Range 30 West, Escambia County, Florida. Containing 2.61 acres, more or less.

### AND

**LEGAL DESCRIPTION: Parcel E**

Commence at the intersection of the east line of Section 33, Township 1 South, Range 30 West, Escambia County, Florida; and the eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the west and having a radius of 1330.14 feet; thence Southerly (this course and the next two courses along said right-of-way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West (South 27 degrees 38'58" West exist) for a distance of 101.15 feet (101.60 feet exist) to the southerly right of way line of College Boulevard (R/W varies); thence South 60 degrees 41'23" East along said southerly right of way line for a distance of 554.90 feet (554.97 feet exist) to the westerly right of way line of Airport Boulevard (R/W varies); thence South 29 degrees 19'53" West (South 29 degrees 21'25" West exist) (this course and the next three courses along said westerly right of way line) for a distance of 512.13 feet to the point of curvature of a non-tangent circular curve concave to the northwest, having a radius of 466.68 feet and delta angle of 04 degrees 25'34"; thence Southwesterly along said curve for an arc distance of 36.05 feet (chord bearing of South 32 degrees 51'13" West, chord distance of 36.04 feet) for the point of beginning.

Thence continue Southwesterly along said curve for an arc distance of 375.96 feet (chord bearing of South 58 degrees 08'44" West, chord distance of 365.88 feet and delta angle of 46 degrees 09'28") to the point of tangency; thence South 81 degrees 16'53" West (South 81 degrees 17'15" West exist) for a distance of 23.19 feet; thence North 09 degrees 06'23" East for a distance of 72.67 feet to the point of curvature of a circular curve concave to the east, having a radius of 350.00 feet, and delta angle of 20 degrees 12'14"; thence Northeasterly along said curve for an arc distance of 123.42 feet (chord bearing of North 19 degrees 12'30" East, chord distance of 122.78 feet) to the point of tangency; thence North 29 degrees 18'37" East for a distance of 145.77 feet; thence South 60 degrees 40'39" East for a distance of 241.36 feet to the point of beginning.

All lying and being in Sections 17 and 33, Township 1 South, Range 30 West, Escambia County, Florida. Containing 1.28 acres, more or less.

**Exhibit 2 Revised “Leased Premises” and “Premises”****LEGAL DESCRIPTION: Hotel Parcel**

Commence at the intersection of the east line of Section 33, Township 1 South, Range 30 West, Escambia County, Florida; and the eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the west and having a radius of 1330.14 feet; thence Southerly (this course and the next two courses along said right-of-way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West (South 27 degrees 38'38" West exist) for a distance of 101.15 feet (101.60 feet exist) to the southerly right of way line of College Boulevard (R/W varies); thence South 60 degrees 41'23" East along said southerly right of way line for a distance of 310.47 feet for the point of beginning.

Thence continue South 60 degrees 41'23" East along said southerly right of way line for a distance of 244.00 feet to the westerly right of way line of Airport Boulevard (R/W varies); thence South 29 degrees 19'33" West (South 29 degrees 21'25" West exist) (this course and the next course along said westerly right of way line) for a distance of 312.13 feet to the point of curvature of a non-tangent circular curve concave to the northwest, having a radius of 466.68 feet and delta angle of 04 degrees 25'34"; thence Southwesterly long said curve for an arc distance of 36.05 feet (chord bearing of South 32 degrees 51'13" West, chord distance of 36.04 feet); thence North 60 degrees 40'39" West for a distance of 241.36 feet; thence North 29 degrees 18'37" East for a distance of 348.05 feet to the point of beginning.

All lying and being in Sections 17 and 33, Township 1 South, Range 30 West, Escambia County, Florida. Containing 3.07 acres, more or less.

AND

**LEGAL DESCRIPTION: Parcel D**

Commence at the intersection of the east line of Section 33, Township 1 South, Range 30 West, Escambia County, Florida; and the eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the west and having a radius of 1330.14 feet; thence Southerly (this course and the next five courses along said right-of-way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West (South 27 degrees 38'38" West exist) for a distance of 101.15 feet (101.60 feet exist); thence South 71 degrees 31'43" West (South 71 degrees 24'43" West exist) for a distance of 5.44 feet (5.50 feet exist); thence South 29 degrees 20'28" West for a distance of 636.38 feet to the point of beginning.

Thence continue South 29 degrees 20'28" West for a distance of 306.57 feet to the point of curvature of a circular curve concave to the northeast, having a radius of 30.00 feet, and delta angle of 86 degrees 53'38" (87 degrees 01'31" exist); thence Southeasterly along said curve for an arc distance of 45.50 feet (45.57 feet exist), chord distance of 41.26 feet (41.31 feet exist), chord bearing of South 14 degrees 06'21" East (South 14 degrees 13'32" East exist) to the point of tangency, said point being on the northerly right of way line of Airport Boulevard (R/W varies); thence South 57 degrees 33'10" East (South 57 degrees 30'42" East exist) (this course three courses along said northerly right of way line) for a distance of 83.24 feet (83.38 feet exist) to the point of curvature of a circular curve concave to the northwest, having a radius of 330.67 feet, and delta angle of 23 degrees 40'03" (23 degrees 39'44" exist); thence Southeasterly along said curve for an arc distance of 144.86 feet (144.82 feet exist) (chord distance of 143.83 feet (143.79 feet exist), chord bearing of South 71 degrees 22'03" East (South 71 degrees 23'35" East exist) to the point of tangency; thence South 83 degrees 12'14" East (South 83 degrees 13'31" East exist) for a distance of 41.36 feet (41.32 feet exist) to a point of intersection; thence North 81 degrees 16'33" East (North 81 degrees 17'15" East exist) for a distance of 90.18 feet; thence North 09 degrees 06'23" East for a distance of 72.67 feet to the point of curvature of a circular curve concave to the east, having a radius of 350.00 feet, and delta angle of 20 degrees 12'14"; thence Northeasterly along said curve for an arc distance of 123.42 feet (chord distance of 122.78 feet, chord bearing of North 14 degrees 12'30" East) to the point of tangency; thence North 29 degrees 18'37" East for a distance of 33.60 feet; thence North 60 degrees 39'32" West for a distance of 313.41 feet to the point of beginning.

All lying and being in Section 33, Township 1 South, Range 30 West, Escambia County, Florida. Containing 2.46 acres, more or less.

**Exhibit 3 – Summit Bank N.A. Security Documents**

The following described mortgage and all related security documents:  
Amended and Restated Leasehold Mortgage given by Sandspur  
Development, LLC, as Mortgagor, to Summit Bank, N.A., as Mortgagee,  
dated September 23, 2016, and recorded at O.R. Book 7603, Page 96 of the  
public records of Escambia County, Florida

**Exhibit 4 – Easement Agreement**

[Attached.]

PREPARED BY:  
Adam C. Cobb, of  
EMMANUEL, SHEPPARD & CONDON  
30 S. Spring Street  
Pensacola, FL 32502

### EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("**Agreement**") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 ("**Effective Date**"), by and between SANDSPUR DEVELOPMENT, LLC, a Florida limited liability company ("**Sandspur**") and THE CITY OF PENSACOLA, a municipal corporation organized under the laws of the State of Florida ("**City**"). The City and Sandspur are each a "**Party**" and collectively, the "**Parties**").

#### WITNESSETH THAT:

WHEREAS, City is the owner in fee simple of certain real property which is located in Escambia County, Florida more particularly described in Exhibit A attached hereto and incorporated herein by reference ("**Property**").

WHEREAS, Sandspur leased the Property from City by virtue of that certain Ground Lease and Development Agreement Between the City of Pensacola and Sandspur Development, LLC, dated November 21, 2008 ("**Ground Lease**"), which Ground Lease is further evidenced by that certain Memorandum of Ground Lease dated November 21, 2008 and recorded in Book 6399, Page 1054 of the Official Records of Escambia County, Florida.

WHEREAS, as contemplated by the Ground Lease, Sandspur has divided the Property into five parcels, as more particularly described in Exhibit B attached hereto and incorporated herein by reference (each a "**Parcel**" and collectively, "**Parcels**"). The Parcels are depicted in Exhibit C attached hereto and incorporated herein by reference, and such Parcels, as more specifically identified and described in Exhibits B and C, are the "**Hotel Parcel**", "**Parcel A**", "**Parcel B**", "**Parcel D**" and "**Parcel E**".

WHEREAS, Sandspur previously subjected its leasehold interest in the Property to that certain Ground Lessee's Declaration of Reciprocal Easements, Building Standards and Restrictive Covenants for Airport and 12<sup>th</sup>, dated September 17, 2015 and recorded in Book 7407, Page 1501 of the Official Records of Escambia County, Florida ("**Declaration**"), which Declaration, among other things, provides for various easements to facilitate the orderly development and operation of the Property.

WHEREAS, simultaneously herewith, the Parties have entered into that certain Amendment Number 1 to the Ground Lease ("**Lease Amendment**"), which, among other things,

removes Parcel A, Parcel B and Parcel E (collectively, the “**Removed Parcels**”) from the Ground Lease and re-delivers control of the Removed Parcels back to the City.

WHEREAS, simultaneously herewith, Sandspur and others have entered into that certain First Amendment to the Declaration (“**Declaration Amendment**”) which, among other things, removes the Removed Parcels from the Declaration and from the benefits and burdens of its associated easements.

WHEREAS, the Parties wish to ensure the continued orderly development and operation of the Property following said Lease Amendment and Declaration Amendment, and in furtherance thereof wish to establish certain rights, easements, restrictions and obligations relating to the Property as more particularly set forth herein.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The recitals listed above are true and correct and are incorporated in full herein by reference.

2. Reciprocal Roadway Easement. Each of the Parties do hereby grant, convey, and warrant to the other Party along with such Party’s employees, agents, affiliates, licensees, representatives, grantees, heirs, successors, lessees, sublessees, and assigns, and the sub-sublessees, guests and invitees of any of the foregoing (collectively, “**Agents**”), subject to the terms, conditions and limitations set forth in this Agreement, a non-exclusive easement for pedestrian and vehicular ingress and egress, on, over, across and through that portion of the Property identified and depicted in Exhibit D attached hereto and made a part hereof by reference (“**Roadway**”). For clarification, as used herein the term “**Roadway**” shall mean and include that approximately 80-foot wide right-of-way for Airport Lane (as the same may be renamed, from time to time), including, without limitation, the road and adjacent sidewalks located therein. City shall, at its sole expense, maintain the Roadway, including, without limitation, pavement, sidewalks and lighting thereon, at all times in a first-class condition. Notwithstanding anything herein to the contrary, City shall not reconfigure, relocate, enlarge, reduce, or otherwise change the boundaries or traffic pattern of the Roadway without Sandspur’s prior written consent, which consent will not be unreasonably withheld, conditioned or denied. Notwithstanding the foregoing, with any requests to so change the Roadway, City shall provide Sandspur with design and engineering plans and such other information relating to its proposed changes as Sandspur may reasonably request.

3. Reciprocal Utility Easement. Each of the Parties do hereby grant, convey, and warrant to the other Party along with such Party’s Agents, subject to the terms, conditions and limitations set forth in this Agreement, a non-exclusive easement for construction, installation, use, operation, maintenance, connection, repair, replacement, relocation and removal of underground water, storm water, sanitary sewer, electricity, telephone, natural gas, cable television, and internet lines and facilities, and such other utility infrastructure as may be reasonably necessary or desirable, on, over, under and through the Roadway. Such easement will

include the right to enter upon the surface of any portion of the Property over the Roadway and, temporarily, such other portions of the Property within fifteen (15) feet of the Roadway as may be reasonably necessary to implement the foregoing rights.

4. Reciprocal Drainage Easements. Each of the Parties do hereby grant, convey, and warrant to the other Party along with such Party's Agents, subject to the terms, conditions and limitations set forth in this Agreement, the following:

a. A non-exclusive easement for surface flow drainage of storm water runoff originating from all or any portion of the Property over, on and across the Roadway, as now existing or hereafter located.

b. A non-exclusive underground drainage easement under the Roadway and on, over, under, and upon Parcel E for the use, operation, maintenance, connection, repair, and replacement of those drainage structures, inlets, pipes and related facilities as exist upon, under, at or about the Roadway and Parcel E and may exist thereon from time to time. This easement includes the use of the Storm Pond located on Parcel E, as shown on Exhibit C. The purpose of this easement is to collect storm water runoff from each Parcel and convey such storm water to the Storm Pond. City shall, at its expense, maintain the Storm Pond and related facilities in good condition and repair, and Sandspur shall, at its expense, be responsible for the cost of maintaining, renewing and periodically replacing the pipes and systems involved in conveying storm water from the Hotel Parcel and Parcel D to the Storm Pond.

5. Reciprocal Parking Easement. Each of the Parties do hereby grant, convey, and warrant to the other Party along with such Party's Agents, subject to the terms, conditions and limitations set forth in this Agreement, a non-exclusive right to use any parking spaces located on a Parcel but within the Roadway for parking of motor vehicles, in accordance with applicable law.

6. Signage Easement. City does hereby grant, convey, and warrant to the Sandspur and its Agents, subject to the terms, conditions and limitations set forth in this Agreement, a non-exclusive easement for construction, installation, use, operation, maintenance, connection, repair, replacement, and removal of electrically illuminated monument and/or directional signs in the approximate locations shown on Exhibit E attached hereto and made a part hereof by reference (except as provided below, excluding that area designated as "Relocation Signage"). Any such signage shall be at Sandspur's sole expense and shall be subject to the prior approval of the City of Pensacola's Airport Director for appropriateness, consistency with the Airport's graphics standards, and compliance with City codes. If, as, or when City develops Parcel A and or Parcel B, the City will, at its expense, relocate the Hyatt Place monument sign from its location on the Parcel B signage easement area to that "Relocation Signage" area on Parcel A, both as shown in Exhibit E. Removal and relocation shall occur only following and in accordance with the prior written consent of Sandspur, which consent shall not be unreasonably withheld, conditioned or delayed. Upon such relocation, the "Relocation Signage" area shall be subject to this signage easement.



7. Easement Areas. Collectively, the portions of the Property subject to the easements described above will be referred to as “**Easement Areas**”.

8. Existing Infrastructure. City acknowledges and agrees that the Property was developed by Sandspur under the terms of the Ground Lease, which contemplated Sandspur’s long-term use and control over the entire Property. As a result, City agrees that neither it nor its Agents will remove, adjust, relocate or otherwise interfere in any manner with any utility infrastructure or equipment (including, but not limited to, water, storm water, sanitary sewer, electricity, telephone, natural gas and cable television lines and facilities) that exists within the Property as of the date of this Agreement, without Sandspur’s prior written consent, which consent will not be unreasonably withheld, conditioned or delayed, and notwithstanding the event that any such infrastructure or equipment be located on or about the Removed Parcels. In the event that any such infrastructure or equipment be discovered on or about the Removed Parcels and in use by Sandspur or its Agents, then City shall use its best, good-faith efforts to ensure such infrastructure and equipment be and remain as-located and used, and to record an amendment to this Agreement specifically providing for such continued location and use. In the event any relocation of such infrastructure or equipment is required, then such relocation shall be performed by the City, at its expense and in accordance with the terms and conditions of this Agreement.

9. Obstruction and Use of Easements. Each Party shall each continue to have the right to enjoy and use its respective property for any purpose which does not materially interfere with or prevent the use of the easements granted herein. Except as otherwise provided, no Party shall, nor allow any other person or entity to, install, construct, or otherwise create any permanent obstruction on the portion of the Easement Areas located on its respective property that will materially interfere with the other Party’s exercise of the rights granted under this Agreement without the prior consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

10. Work. All work performed by or for City or its Agents upon or related to the Roadway must receive the prior written approval of Sandspur, which approval shall not be unreasonably withheld, conditioned or delayed, and shall be performed in such a manner and at such times as will cause a minimum of disruption to the operation of any business in the Property. Any such work shall be performed in a manner that will not interfere with the passage of automobiles and other vehicles through the Roadway (e.g., Roadway excavation shall be performed in stages to permit continuous ingress and egress over at least one traffic lane). Any and all damage to the Roadway or other portions of the Easement Areas in the performance of any work contemplated under this Agreement shall be promptly repaired, and the Roadway and such other damaged portions of the Easement Areas shall be restored to the condition that existed prior to the performance of such work by the Party responsible for such damage. Any work to be performed under this Agreement shall be done in accordance with applicable laws and in a good and workmanlike manner.

11. Nature and Assignment of Easements and Rights. The easements and other related rights and obligations declared, created, granted and reserved herein shall be appurtenant to and run with the Property. Each instrument conveying, granting, transferring, creating or

assigning any interest in all or a part of the Property, shall impose as limitations or restrictions upon the conveyed, transferred or assigned land, the burden of the easements and other rights granted hereunder (whether or not the instrument of conveyance expressly imposes such limitation or restriction).

12. Enforcement. Failure to comply with the provisions of this Agreement shall be grounds for an action by the aggrieved Party, and such action may be maintained at the election of the aggrieved Party against a non-complying Party. All remedies at law or in equity shall be available to an aggrieved Party.

13. Miscellaneous. The conditions, terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The section headings are included only for convenience, and shall not be construed to modify or affect the covenants, terms or provisions of any section. This Agreement and the exhibits herein described set forth the entire agreement of the Parties and shall not be amended or modified except by a written instrument signed by all Parties and expressly stating that it is a modification or an amendment of this Agreement.

14. No Dedication or Joint Venture. Nothing contained herein shall be construed as either creating a dedication or grant of any rights to the public or causing any Party to be a joint venturer or partner of any other Party.

15. Severability. The invalidity or unenforceability of any covenant, condition, term or provision in this Agreement shall not affect the validity and enforceability of any other covenant, condition, term or provision.

16. Duration. This Agreement shall expire and be of no further force and effect upon the expiration or earlier termination of the Ground Lease, as evidenced by the recordation of a duly authorized and executed termination of the Memorandum of Ground Lease in the Official Records of Escambia County, Florida.

[Separate signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Easement Agreement to be executed as of the date first set forth above.

**CITY:**

**CITY OF PENSACOLA**

By: \_\_\_\_\_

Grover Robinson, IV - Mayor

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Ericka Burnett, City Clerk

Approved as To Content:

By: \_\_\_\_\_

Airport Director

Legal in Form and Valid as Drawn:

By: \_\_\_\_\_

City Attorney

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019 by \_\_\_\_\_ as \_\_\_\_\_ of the City of Pensacola, on behalf of said City, who ( ) is personally known to me or who ( ) has produced \_\_\_\_\_ and who did not take an oath.

\_\_\_\_\_  
Notary Public - State of Florida (SEAL)

[A separate signature page follows.]

**“SANDSPUR”**

**SANDSPUR DEVELOPMENT, LLC, a  
Florida limited liability company**

**By: INNISFREE HOTELS, INC., an  
Alabama corporation, its Manager**

**By: \_\_\_\_\_  
Ted Ent, President**

**Witnesses:**

**Sign: \_\_\_\_\_  
Print: \_\_\_\_\_**

**Sign: \_\_\_\_\_  
Print: \_\_\_\_\_**

**STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019 by Ted Ent as President of INNISFREE HOTELS, INC., an Alabama corporation as Manager of SANDSPUR DEVELOPMENT, LLC, a Florida limited liability company, on behalf of said company, who ( ) is personally known to me or who ( ) has produced \_\_\_\_\_ and who did not take an oath.

\_\_\_\_\_(SEAL)  
Notary Public - State of Florida

SUBORDINATION BY SUMMIT BANK, N.A.

Summit Bank, N. A., hereby consents to the foregoing Easement Agreement and subordinates to the foregoing Easement Agreement and the rights and easements created thereby all of its mortgage, lien, interest and estate in, to and under the Ground Lease, the leasehold estate created thereby, and the real property subject thereto arising under or by virtue of the loan and security documents identified in Exhibit F attached hereto and incorporated herein by reference, this the \_\_\_\_ day of August, 2019.

**SUMMIT BANK, N.A.** , a national banking corporation

Witnesses:

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019 by \_\_\_\_\_ as \_\_\_\_\_-President of SUMMIT BANK, N.A., a national banking association, on behalf of said association, who ( ) is personally known to me or who ( ) has produced \_\_\_\_\_ and who did not take an oath.

\_\_\_\_\_(SEAL)  
Notary Public - State of Florida

EXHIBIT A

PROPERTY

Commence at the intersection of the East line of Section 33, Township 1 South, Range 30 West, Escambia County, Florida; and the Eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the West and having a radius of 1330.14 feet; thence go Southerly along said right-of-way line 167.41 feet, said curve has a central angle of 7°12'40", a chord bearing of S22°26'01"W, and a chord distance of 167.30 feet; thence go S02°05'37"E along said Eastern right-of-way line 6.34 feet; thence continue along said right-of-way line, S27°41'37"W 101.15 feet to the Point of Beginning; thence go S60°41'23"E along the West right-of-way line of College Boulevard (right-of-way varies) a distance of 554.90 feet to an intersection with said West right-of-way line and the North right-of-way line of Airport Boulevard (right-of-way varies); thence go S29°19'53"W along said North right-of-way line a distance of 512.13 feet to a point of curvature of a curve to the right having a radius of 466.68 feet; thence go Southwesterly along said curve and right-of-way line a distance of 412.01 feet to a point of tangency, said curve has a central angle of 50°35'00", a chord bearing of S55°57'45"W, and a chord distance of 398.76 feet; thence go S81°16'55"W along said right-of-way line a distance of 113.45 feet; thence go N83°12'14"W along said right-of-way line a distance of 41.36 feet to a point of curvature of a curve to the right having a radius of 350.67 feet; thence go Westerly along said curve and right-of-way line a distance of 144.86 feet to a point of tangency; the aforesaid curve has a central angle of 23°40'05", a chord bearing of N71°22'03"W, and a chord distance of 143.83 feet; thence go N57°33'10"W along said right-of-way line a distance of 83.29 feet to a point of curvature of a curve to the right having a radius of 30.00 feet; thence go Northerly along said curve and right-of-way line a distance of 45.50 feet to a point of tangency, said point being on the Easterly right-of-way line of 12th Avenue (right-of-way varies), said curve has a central angle of 86°53'38", a chord bearing of N14°06'21"W, and a chord distance of 41.26 feet; thence go N29°20'28"E along said right-of-way line a distance of 942.70 feet; thence go N77°31'45"E along said right-of-way line a distance of 5.49 feet to the Point of Beginning. The above described parcel of land is a portion of Section 17 and 33, Township 1 South, Range 30 West, Escambia County, Florida; and contains 11.44 acres.

## EXHIBIT B

### PARCELS

#### LEGAL DESCRIPTION: Hotel Parcel

Commence at the intersection of the east line of Section 33, Township 1 South, Range 30 West, Escambia County, Florida; and the eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the west and having a radius of 1330.14 feet; thence Southerly (this course and the next two courses along said right-of-way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West (South 27 degrees 38'58" West exist) for a distance of 101.15 feet (101.60 feet exist) to the southerly right of way line of College Boulevard (R/W varies); thence South 60 degrees 41'23" East along said southerly right of way line for a distance of 310.97 feet for the point of beginning.

Thence continue South 60 degrees 41'23" East along said southerly right of way line for a distance of 244.00 feet to the westerly right of way line of Airport Boulevard (R/W varies); thence South 29 degrees 19'53" West (South 29 degrees 21'25" West exist) (this course and the next course along said westerly right of way line) for a distance of 312.13 feet to the point of curvature of a non-tangent circular curve concave to the northwest, having a radius of 466.68 feet and delta angle of 04 degrees 25'34"; thence Southwesterly long said curve for an arc distance of 36.05 feet (chord bearing of South 32 degrees 51'13" West, chord distance of 36.04 feet); thence North 60 degrees 40'39" West for a distance of 241.36 feet; thence North 29 degrees 18'37" East for a distance of 548.05 feet to the point of beginning.

All lying and being in Sections 17 and 33, Township 1 South, Range 30 West, Escambia County, Florida. Containing 3.07 acres, more or less.

AND

#### LEGAL DESCRIPTION: Parcel A

Commence at the intersection of the east line of Section 33, Township 1 South, Range 30 West, Escambia County, Florida; and the eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the west and having a radius of 1330.14 feet; thence Southerly (this course and the next four courses along said right-of-way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West (South 27 degrees 38'58" West exist) for a distance of 101.15 feet (101.60 feet exist) to the point of beginning.

Thence South 77 degrees 31'45" West (South 77 degrees 24'43" West exist) for a distance of 5.49 feet (5.50 feet exist); thence South 29 degrees 20'28" West for a distance of 275.21 feet; thence South 60 degrees 39'32" East for a distance of 315.22 feet; thence North 29 degrees 18'37" East for a distance of 279.05 feet to the southerly right of way line of College Boulevard (R/W varies); thence North 60 degrees 41'23" West along said southerly right of way line for a distance of 310.97 feet to the point of beginning.

All lying and being in Sections 17 and 33, Township 1 South, Range 30 West, Escambia County, Florida. Containing 2.02 acres, more or less.

AND

**LEGAL DESCRIPTION: Parcel B**

Commence at the intersection of the east line of Section 33, Township 1 South, Range 30 West, Escambia County, Florida; and the eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the west and having a radius of 1330.14 feet; thence Southerly (this course and the next five courses along said right-of-way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West (South 27 degrees 38'38" West exist) for a distance of 101.15 feet (101.60 feet exist); thence South 77 degrees 31'45" West (South 77 degrees 24'43" West exist) for a distance of 5.49 feet (5.50 feet exist); thence South 29 degrees 20'28" West for a distance of 275.21 feet for the point of beginning.

Thence continue South 29 degrees 20'28" West for a distance of 361.17 feet; thence South 60 degrees 39'32" East for a distance of 315.41 feet; thence North 29 degrees 18'37" East for a distance of 361.17 feet; thence North 60 degrees 39'32" West for a distance of 315.22 feet to the point of beginning.

All lying and being in Sections 17 and 33, Township 1 South, Range 30 West, Escambia County, Florida. Containing 2.61 acres, more or less.

AND

**LEGAL DESCRIPTION: Parcel D**

Commence at the intersection of the east line of Section 33, Township 1 South, Range 30 West, Escambia County, Florida; and the eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the west and having a radius of 1330.14 feet; thence Southerly (this course and the next five courses along said right-of-way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West (South 27 degrees 38'38" West exist) for a distance of 101.15 feet (101.60 feet exist); thence South 77 degrees 31'45" West (South 77 degrees 24'43" West exist) for a distance of 5.49 feet (5.50 feet exist); thence South 29 degrees 20'28" West for a distance of 636.38 feet to the point of beginning.

Thence continue South 29 degrees 20'28" West for a distance of 306.37 feet to the point of curvature of a circular curve concave to the northeast, having a radius of 30.00 feet, and delta angle of 86 degrees 53'38" (87 degrees 01'31" exist); thence Southeasterly along said curve for an arc distance of 45.50 feet (43.57 feet exist), chord distance of 41.26 feet (41.31 feet exist), chord bearing of South 14 degrees 06'21" East (South 14 degrees 15'32" East exist) to the point of tangency, said point being on the northerly right of way line of Airport Boulevard (R/W varies); thence South 57 degrees 33'10" East (South 57 degrees 30'42" East exist) (this course three courses along said northerly right of way line) for a distance of 83.29 feet (83.38 feet exist) to the point of curvature of a circular curve concave to the southwest, having a radius of 350.67 feet, and delta angle of 23 degrees 40'05" (23 degrees 39'44" exist); thence Southeasterly along said curve for an arc distance of 144.86 feet (144.82 feet exist) (chord distance of 143.83 feet (143.79 feet exist), chord bearing of South 71 degrees 22'09" East (South 71 degrees 23'35" East exist) to the point of tangency; thence South 83 degrees 12'14" East (South 83 degrees 18'51" East exist) for a distance of 41.36 feet (41.32 feet exist) to a point of intersection; thence North 81 degrees 16'35" East (North 81 degrees 17'15" East exist) for a distance of 90.18 feet; thence North 09 degrees 06'29" East for a distance of 72.67 feet to the point of curvature of a circular curve concave to the east, having a radius of 350.00 feet, and delta angle of 20 degrees 12'14"; thence Northeasterly along said curve for an arc distance of 123.42 feet (chord distance of 122.78 feet, chord bearing of North 19 degrees 12'30" East) to the point of tangency; thence North 29 degrees 18'37" East for a distance of 53.60 feet; thence North 60 degrees 39'32" West for a distance of 315.41 feet to the point of beginning.

All lying and being in Section 33, Township 1 South, Range 30 West, Escambia County, Florida. Containing 2.46 acres, more or less.

AND



**LEGAL DESCRIPTION: Parcel E**

Commence at the intersection of the east line of Section 33, Township 1 South, Range 30 West, Escambia County, Florida; and the eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the west and having a radius of 1330.14 feet; thence Southerly (this course and the next two courses along said right-of-way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West (South 27 degrees 35'58" West exist) for a distance of 101.15 feet (101.60 feet exist) to the southerly right of way line of College Boulevard (R/W varies); thence South 60 degrees 41'23" East along said southerly right of way line for a distance of 554.90 feet (554.97 feet exist) to the westerly right of way line of Airport Boulevard (R/W varies); thence South 29 degrees 19'53" West (South 29 degrees 21'25" West exist) (this course and the next three courses along said westerly right of way line) for a distance of 512.13 feet to the point of curvature of a non-tangent circular curve concave to the northwest, having a radius of 466.68 feet and delta angle of 04 degrees 25'34"; thence Southwesterly long said curve for an arc distance of 36.05 feet (chord bearing of South 32 degrees 51'13" West, chord distance of 36.04 feet) for the point of beginning.

Thence continue Southwesterly along said curve for an arc distance of 375.96 feet (chord bearing of South 58 degrees 08'44" West, chord distance of 365.88 feet and delta angle of 46 degrees 09'28") to the point of tangency; thence South 81 degrees 16'55" West (South 81 degrees 17'15" West exist) for a distance of 23.19 feet; thence North 09 degrees 06'23" East for a distance of 72.67 feet to the point of curvature of a circular curve concave to the east, having a radius of 350.00 feet, and delta angle of 20 degrees 12'14"; thence Northeasterly along said curve for an arc distance of 123.42 feet (chord bearing of North 19 degrees 12'30" East, chord distance of 122.78 feet) to the point of tangency; thence North 29 degrees 18'37" East for a distance of 145.77 feet; thence South 60 degrees 40'39" East for a distance of 241.36 feet to the point of beginning.

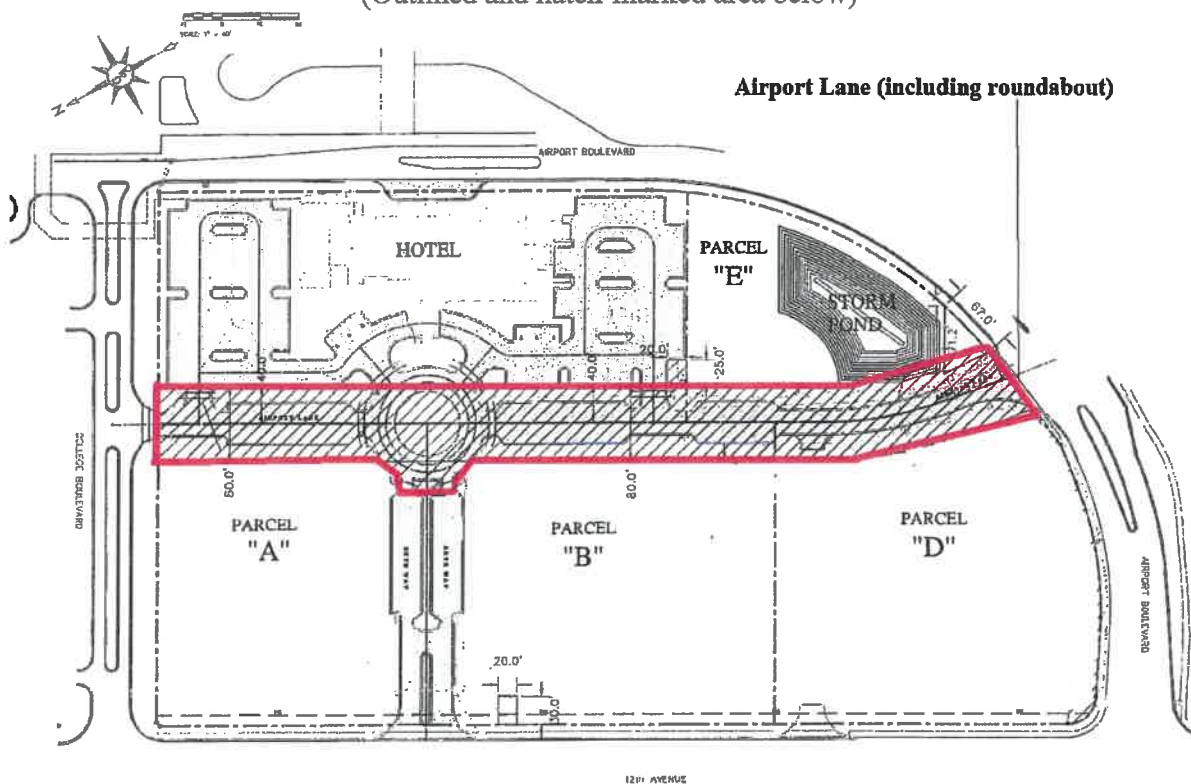
All lying and being in Sections 17 and 33, Township 1 South, Range 30 West, Escambia County, Florida. Containing 1.28 acres, more or less.



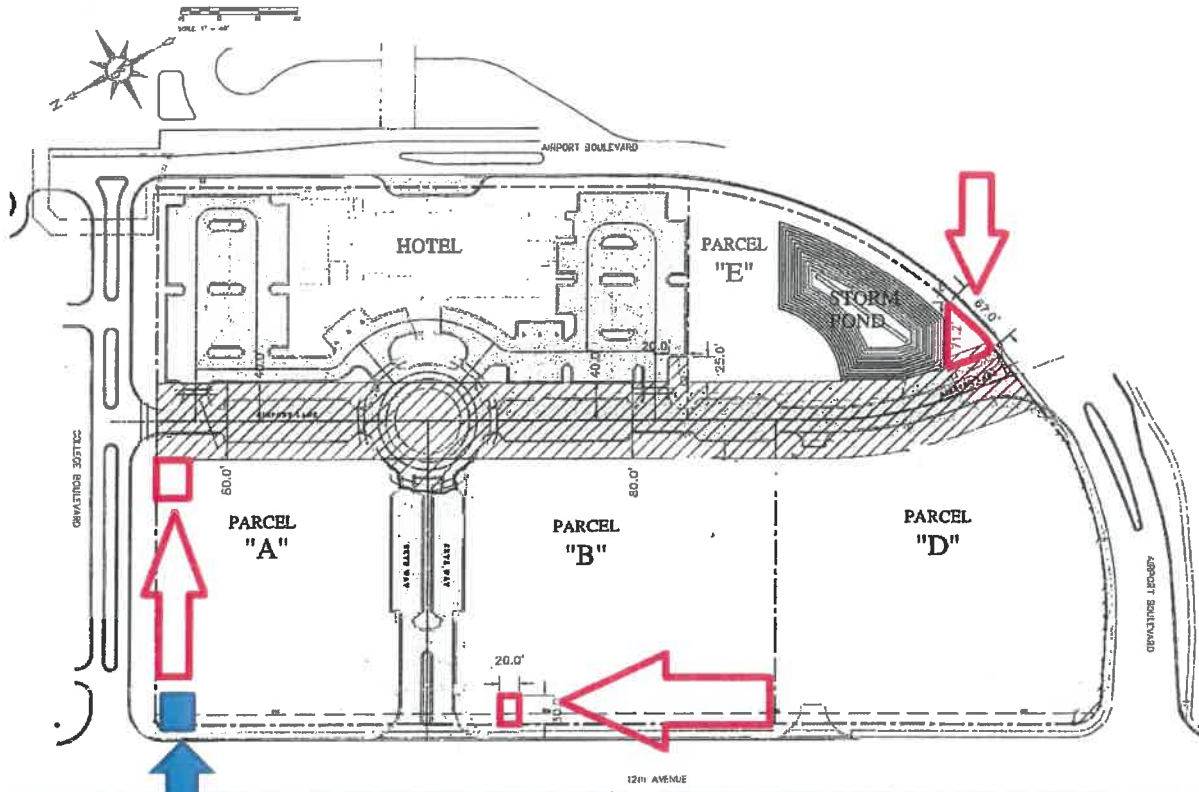
**EXHIBIT D**

**ROADWAY**

(Outlined and hatch-marked area below)



**EXHIBIT E**  
**SANDSPUR SIGNAGE**



Relocation Signage

**EXHIBIT F**

**SECURITY DOCUMENTS**

The following-described mortgage and all related security documents: Amended and Restated Leasehold Mortgage given by Sandspur Development, LLC, as Mortgagor, to Summit Bank, N.A., as Mortgagee, dated September 23, 2016, and recorded at O.R. Book 7603, Page 96 of the public records of Escambia County, Florida

**Exhibit 5 – First Amendment to Ground Lessee’s Declaration of  
Reciprocal Easements, Building Standards and Restrictive Covenants for  
Airport and 12<sup>th</sup>**

[Attached.]

This document prepared by  
and after recording, return to  
Adam C. Cobb  
Emmanuel, Sheppard & Condon  
30 S. Spring St.  
Pensacola, FL 32502

**FIRST AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS,  
BUILDING STANDARDS AND RESTRICTIVE COVENANTS FOR AIRPORT AND  
12<sup>TH</sup>**

THIS FIRST AMENDMENT TO DECLARATION OF RECIPROCAL EASEMENTS, BUILDING STANDARDS AND RESTRICTIVE COVENANTS FOR AIRPORT AND 12<sup>TH</sup> (the "Amendment") is made this \_\_\_\_ day of \_\_\_\_\_, 2019, by SANDSPUR DEVELOPMENT, LLC, a Florida limited liability company, whose address is 113 Baybridge Park, Gulf Breeze, Florida 32561 ("Declarant"), 2400 BLOCK AIRPORT BLVD, LLC, a Florida limited liability company, whose address is \_\_\_\_\_ ("2400 Block"), and BAPTIST HOSPITAL, INC., a Florida not-for-profit corporation, whose address is \_\_\_\_\_ ("Baptist").

**RECITALS**

WHEREAS, Declarant is ground lessee of certain real property in Escambia County, Florida located at or about the Pensacola International Airport, containing approximately 11.44 acres and more particularly described in Exhibit A to the Declaration ("Property"), by virtue of that certain Ground Lease and Development Agreement made and entered into between Declarant and the City of Pensacola ("City") and dated November 21, 2008 ("Ground Lease");

WHEREAS, to facilitate the orderly development and operation of the Property, Declarant subjected its leasehold interest in the Property to the terms of that certain Ground Lessee's Declaration of Reciprocal Easements, Building Standards and Restrictive Covenants for Airport and 12<sup>th</sup> dated September 17, 2015, and recorded in Book 7407, Page 1501 of the Official Records of Escambia County, Florida ("Declaration");

WHEREAS, Declarant has developed the Property into five parcels – Hotel Parcel, Parcel A, Parcel B, Parcel D and Parcel E – each as more particularly identified and described in the Declaration;

WHEREAS, 2400 Block has subleased Parcel D from Sandspur, and Baptist has subleased Parcel D from 2400 Block.

WHEREAS, Declarant and City have contemporaneously herewith amended the Ground Lease to remove Parcel A, Parcel B and Parcel E therefrom by virtue of that Amendment Number 1 to Ground Lease and Development Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2019;

WHEREAS, to ensure the continued orderly operation and development of the Property following the Amendment, Declarant and City have contemporaneously herewith entered into that certain Easement Agreement dated the \_\_\_ day of \_\_\_\_\_, 2019, and recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ of the Official Records of Escambia County (the "Easement Agreement");

WHEREAS, Declarant wishes to amend the Declaration to reflect the removal of Parcel A, Parcel B, and Parcel E from the Ground Lease.

WHEREAS, 2400 Block and Baptist wish to join in this Amendment to evidence their agreement to be bound by the terms hereof.

NOW, THEREFORE, Declarant hereby declares, and 2400 Block and Baptist hereby agree, as follows:

1. Parcel A, Parcel B and Parcel E are hereby removed from and no longer subject to the Declaration. References in the Declaration to the "Property," "Center," and "Parcels" are hereby amended and limited to mean and include the Hotel Parcel and Parcel D, only.

2. All covenants, conditions, restrictions, and easements imposed upon Parcels A, B or E by the Declaration for the benefit of the Hotel Parcel or Parcel D are hereby terminated and released.

3. For the avoidance of doubt and without limiting the generality of Section 2 above, the parties hereto expressly acknowledge and agree that all rights and easements for the benefit of the Hotel Parcel and Parcel D in the area designated in the Declaration as "Skye Way" running from the intersection of Skye Way and 12<sup>th</sup> Avenue eastwardly to the Airport Lane roundabout are hereby terminated and released.

4. It is the intent of Declarant that the Declaration be amended and interpreted in all respects to reflect the removal of Parcel A, Parcel B and Parcel E therefrom. In the event of any conflict between or confusion arising from the terms of this Amendment and the Declaration, such conflict and confusion shall be resolved in a manner to carry out the forgoing intent.

5. Capitalized terms not defined herein shall have the meaning ascribed to them in the Declaration.

6. Except as expressly modified herein, the terms of the Declaration remain unchanged and in full force and effect.

[Separate signature pages follow.]



IN WITNESS WHEREOF, Declarant, 2400 Block, and Baptist have caused this Amendment to be executed on the day, month and year set out above.

**DECLARANT**

SANDSPUR DEVELOPMENT, LLC, a  
Florida limited liability company

By: INNISFREE HOTELS, INC., an  
Alabama corporation, its Manager

By: \_\_\_\_\_  
Ted Ent, President

Witnesses:

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019 by Ted Ent as President of INNISFREE HOTELS, INC., an Alabama corporation as Manager of SANDSPUR DEVELOPMENT, LLC, a Florida limited liability company, on behalf of said company, who ( ) is personally known to me or who ( ) has produced \_\_\_\_\_ and who did not take an oath.

\_\_\_\_\_(SEAL)  
Notary Public - State of Florida

*First Amendment to Declaration – Signature Page*

[A separate signature page follows.]

2400 BLOCK AIRPORT BLVD, LLC,  
a Florida limited liability company

Witnesses:

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

By: \_\_\_\_\_  
Print: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019 by \_\_\_\_\_, as \_\_\_\_\_ of 2400 BLOCK AIRPORT BLVD, LLC, a Florida limited liability company, on behalf of said company, who ( ) is personally known to me or who ( ) has produced \_\_\_\_\_ and who did not take an oath.

\_\_\_\_\_(SEAL)  
Notary Public - State of Florida

*First Amendment to Declaration – Signature Page*

[A separate signature page follows.]

BAPTIST HOSPITAL, INC.,  
a Florida not-for-profit corporation

Witnesses:

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019 by \_\_\_\_\_, as \_\_\_\_\_ of BAPTIST HOSPITAL, INC., a Florida not-for-profit corporation, on behalf of said corporation, who ( ) is personally known to me or who ( ) has produced \_\_\_\_\_ and who did not take an oath.

\_\_\_\_\_(SEAL)  
Notary Public - State of Florida

*First Amendment to Declaration – Signature Page*

[A separate signature page follows.]

**JOINDER AND CONSENT TO FIRST AMENDMENT TO DECLARATION**

**KNOW ALL MEN BY THESE PRESENTS**, that Summit Bank, N.A., (the "Lender"), the owner and holder of that following described mortgage (the "Mortgage") and all related loan and security documents:

Amended and Restated Leasehold Mortgage given by Sandspur Development, LLC, as Mortgagor, to Lender, as Mortgagee, dated September 23, 2016, and recorded at O.R. Book 7603, Page 96 of the public records of Escambia County, Florida

hereby joins in and consents to the terms and conditions of that certain First Amendment to Declaration of Reciprocal Easements, Building Standards and Restrictive Covenants for Airport and 12<sup>th</sup> (the "Amendment to Declaration") made by Sandspur Development, LLC, a Florida limited liability company, as Declarant, to which this joinder is attached, for the purpose of acknowledging its consent to the terms, agreements, covenants, conditions, restrictions and easements of the Amendment to Declaration and the imposition of the same upon the property subject to the Mortgage.

**IN WITNESS WHEREOF**, the Lender has caused these presents to be executed as of the \_\_\_\_ day of \_\_\_\_\_, 2019.

Signed and sealed in the presence of:

LENDER:

SUMMIT BANK, N.A.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me the \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_, as \_\_\_\_\_ of Summit Bank, N.A. on behalf of said Bank, who is personally known to me, or who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public for the State of Florida  
(NOTARY SEAL)

**Exhibit 6 – First Amendment to Memorandum of Ground Lease**

[Attached.]

This document prepared by  
and after recording, return to  
Adam C. Cobb  
Emmanuel, Sheppard & Condon  
30 S. Spring St.  
Pensacola, FL 32502

**FIRST AMENDMENT TO MEMORANDUM OF GROUND LEASE**

THIS FIRST AMENDMENT TO MEMORANDUM OF GROUND LEASE (the "Amendment") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF PENSACOLA, a municipal corporation organized under the laws of the State of Florida, whose address is 222 W. Main Street, Pensacola, Florida 32502 ("City") and SANDSPUR DEVELOPMENT, LLC, a Florida limited liability company, whose address is 113 Baybridge Park, Gulf Breeze, Florida 32561 ("Lessee").

**WITNESSETH:**

A. City and Lessee are parties to that certain Ground Lease and Development Agreement dated November 21, 2008, for certain real property located within the Pensacola International Airport ("Ground Lease");

B. The Ground Lease is evidenced by that certain Memorandum of Ground Lease entered into by and between City and Lessee, dated November 21, 2008 and recorded in O.R. Book 6399, Page 1054 of the public records of Escambia County, Florida ("Memorandum");

C. The Ground Lease has been amended by virtue of that Amendment Number 1 to Ground Lease and Development Agreement dated the \_\_\_ day of \_\_\_\_\_, 2019, ("Ground Lease Amendment") to reflect updates to the Premises/Leased Premises (as defined in said Ground Lease), and this Amendment is being entered into to reflect such updates.

**NOW, THEREFORE**, for and in consideration of ten dollars (\$10.00) and the mutual covenants contained in this Amendment and in the Ground Lease, City and Lessee hereby amend the Memorandum as follows:

1. Premises/Leased Premises. Exhibit A to the Memorandum is hereby deleted in its entirety and replaced with Exhibit A attached hereto and made a part hereof by reference.

2. Title in and to that certain real estate described in Exhibit B attached hereto and made a part hereof by reference (collectively, the "Removed Parcels") has reverted solely back to the City by virtue of the Ground Lease Amendment listed above.

3. In consideration of and as a material inducement for Lessee's entry into this Ground Lease Amendment, the City has covenanted and agreed that that, for so long as that certain Commercial Ground Sublease dated September 17, 2015 between Lessee and 2400 Block Airport Blvd, LLC, a Florida limited liability company, as further evidenced by that certain Short

Form Commercial Ground Sublease recorded in Book 7407, Page 1564 of the Official Records of Escambia County, Florida, is in full force and effect, and a medical office building is continuously open and operating as a medical office building on Parcel D, then City shall not lease, rent or use any of the Removed Parcels for the following limited uses: (i) the provision or operation of any "Ancillary Medical Care Service or Facility" (as hereinafter defined), (ii) the provision of care and/or services in the following specialties: cardiology, cardiac rehabilitation, sports medicine, orthopedics, pain management, neurology, obstetrics and gynecology, oncology, endoscopy, gastroenterology, family practice, internal medicine, and primary care, or (iii) the operation of a specialty hospital, or a trauma or urgent care facility ("Limited Prohibited Uses"). The Limited Prohibited Uses shall be strictly and narrowly construed so as to not prohibit all medical related uses on the Removed Parcels.

4. As used herein, an "Ancillary Medical Care Service or Facility" shall mean and include, any form of testing for diagnostic or therapeutic purposes, provision or operation of a laboratory (including, without limitation, a pathology laboratory or a clinical laboratory), diagnostic imaging services, which include, without limitation, the following testing facilities: fluoroscopy; x-ray; plane film radiography; computerized tomography (CT); ultrasound; radiation therapy; mammography and breast diagnostics; nuclear medicine testing and magnetic resonance imaging (MRI); physical therapy services; and respiratory therapy service.

5. Capitalized terms not defined herein shall have the meaning ascribed to them in the Memorandum.

6. Except as expressly modified herein, the terms of the Memorandum remain unchanged and in full force and effect.

[Separate signature pages follow.]

IN WITNESS WHEREOF, Lessee and City have caused this First Amendment to Memorandum of Ground Lease to be executed on the day, month and year set out above.

**LESSEE**

SANDSPUR DEVELOPMENT, LLC, a  
Florida limited liability company

By: INNISFREE HOTELS, INC., an  
Alabama corporation, its Manager

By: \_\_\_\_\_  
Ted Ent, President

Witnesses:

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019 by Ted Ent as President of INNISFREE HOTELS, INC., an Alabama corporation as Manager of SANDSPUR DEVELOPMENT, LLC, a Florida limited liability company, on behalf of said company, who ( ) is personally known to me or who ( ) has produced \_\_\_\_\_ and who did not take an oath.

\_\_\_\_\_(SEAL)  
Notary Public - State of Florida

*First Amendment to Memorandum of Ground Lease – Signature Page*

[A separate signature page follows.]



CITY:

CITY OF PENSACOLA

By: \_\_\_\_\_

Grover Robinson, IV - Mayor

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Ericka Burnett, City Clerk

Approved as To Content:

By: \_\_\_\_\_

Airport Director

Legal in Form and Valid as Drawn:

By: \_\_\_\_\_

City Attorney

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by \_\_\_\_\_ as \_\_\_\_\_ of the City of Pensacola, on behalf of said City, who ( ) is personally known to me or who ( ) has produced \_\_\_\_\_ and who did not take an oath.

\_\_\_\_\_  
Notary Public - State of Florida (SEAL)

## EXHIBIT "A"

### LEGAL DESCRIPTION: Hotel Parcel

Commence at the intersection of the east line of Section 33, Township 1 South, Range 30 West, Escambia County, Florida; and the eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the west and having a radius of 1330.14 feet; thence Southerly (this course and the next two courses along said right-of-way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West (South 27 degrees 38'58" West exist) for a distance of 101.15 feet (101.60 feet exist) to the southerly right of way line of College Boulevard (R/W varies); thence South 60 degrees 41'23" East along said southerly right of way line for a distance of 310.97 feet for the point of beginning.

Thence continue South 60 degrees 41'23" East along said southerly right of way line for a distance of 244.00 feet to the westerly right of way line of Airport Boulevard (R/W varies); thence South 29 degrees 19'33" West (South 29 degrees 21'25" West exist) (this course and the next course along said westerly right of way line) for a distance of 312.13 feet to the point of curvature of a non-tangent circular curve concave to the northwest, having a radius of 466.88 feet and delta angle of 04 degrees 25'34"; thence Southwesterly long said curve for an arc distance of 36.05 feet (chord bearing of South 32 degrees 51'13" West, chord distance of 36.04 feet); thence North 60 degrees 40'39" West for a distance of 24.36 feet; thence North 29 degrees 18'37" East for a distance of 546.05 feet to the point of beginning.

All lying and being in Sections 17 and 33, Township 1 South, Range 30 West, Escambia County, Florida. Containing 5.07 acres, more or less.

AND

### LEGAL DESCRIPTION: Parcel D

Commence at the intersection of the east line of Section 33, Township 1 South, Range 30 West, Escambia County, Florida; and the eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the west and having a radius of 1330.14 feet; thence Southerly (this course and the next five courses along said right-of-way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West (South 27 degrees 38'58" West exist) for a distance of 101.15 feet (101.60 feet exist); thence South 77 degrees 31'45" West (South 77 degrees 24'48" West exist) for a distance of 5.49 feet (5.50 feet exist); thence South 29 degrees 20'28" West for a distance of 636.38 feet to the point of beginning.

Thence continue South 29 degrees 20'28" West for a distance of 306.37 feet to the point of curvature of a circular curve concave to the northeast, having a radius of 30.00 feet, and delta angle of 86 degrees 53'38" (87 degrees 01'31" exist); thence Southeasterly along said curve for an arc distance of 45.50 feet (45.57 feet exist), chord distance of 41.26 feet (41.31 feet exist), chord bearing of South 14 degrees 06'21" East (South 14 degrees 13'32" East exist) to the point of tangency, said point being on the northerly right of way line of Airport Boulevard (R/W varies); thence South 57 degrees 33'10" East (South 57 degrees 30'42" East exist) (this course three courses along said northerly right of way line) for a distance of 83.29 feet (83.38 feet exist) to the point of curvature of a circular curve concave to the northwest, having a radius of 330.67 feet, and delta angle of 23 degrees 40'05" (23 degrees 39'44" exist); thence Southeasterly along said curve for an arc distance of 144.86 feet (144.82 feet exist) (chord distance of 143.83 feet (143.79 feet exist), chord bearing of South 71 degrees 22'08" East (South 71 degrees 23'55" East exist)) to the point of tangency; thence South 83 degrees 12'14" East (South 83 degrees 13'51" East exist) for a distance of 41.36 feet (41.32 feet exist) to a point of intersection; thence North 81 degrees 16'53" East (North 81 degrees 17'15" East exist) for a distance of 90.16 feet; thence North 09 degrees 06'23" East for a distance of 72.67 feet to the point of curvature of a circular curve concave to the east, having a radius of 330.00 feet, and delta angle of 20 degrees 12'14"; thence Northeasterly along said curve for an arc distance of 123.42 feet (chord distance of 122.78 feet, chord bearing of North 19 degrees 12'30" East) to the point of tangency; thence North 29 degrees 18'37" East for a distance of 53.60 feet; thence North 60 degrees 39'32" West for a distance of 315.41 feet to the point of beginning.

All lying and being in Section 33, Township 1 South, Range 30 West, Escambia County, Florida. Containing 2.46 acres, more or less.

## EXHIBIT "B"

### Removed Parcels

#### LEGAL DESCRIPTION: Parcel A

Commence at the intersection of the east line of Section 33, Township 1 South, Range 30 West, Escambia County, Florida; and the eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the west and having a radius of 1330.14 feet; thence Southerly (this course and the next four courses along said right-of-way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West (South 27 degrees 38'58" West exist) for a distance of 101.15 feet (101.60 feet exist) to the point of beginning.

Thence South 77 degrees 31'45" West (South 77 degrees 24'43" West exist) for a distance of 5.49 feet (5.50 feet exist); thence South 29 degrees 20'28" West for a distance of 275.21 feet; thence South 60 degrees 39'32" East for a distance of 315.22 feet; thence North 29 degrees 18'37" East for a distance of 279.05 feet to the southerly right of way line of College Boulevard (R/W varies); thence North 60 degrees 41'23" West along said southerly right of way line for a distance of 310.97 feet to the point of beginning.

All lying and being in Sections 17 and 33, Township 1 South, Range 30 West, Escambia County, Florida. Containing 2.02 acres, more or less.

AND

#### LEGAL DESCRIPTION: Parcel B

Commence at the intersection of the east line of Section 33, Township 1 South, Range 30 West, Escambia County, Florida; and the eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the west and having a radius of 1330.14 feet; thence Southerly (this course and the next five courses along said right-of-way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West (South 27 degrees 38'58" West exist) for a distance of 101.15 feet (101.60 feet exist); thence South 77 degrees 31'45" West (South 77 degrees 24'43" West exist) for a distance of 5.49 feet (5.50 feet exist); thence South 29 degrees 20'28" West for a distance of 275.21 feet for the point of beginning.

Thence continue South 29 degrees 20'28" West for a distance of 361.17 feet; thence South 60 degrees 39'32" East for a distance of 315.41 feet; thence North 29 degrees 18'37" East for a distance of 361.17 feet; thence North 60 degrees 39'32" West for a distance of 315.22 feet to the point of beginning.

All lying and being in Sections 17 and 33, Township 1 South, Range 30 West, Escambia County, Florida. Containing 2.61 acres, more or less.

AND

**LEGAL DESCRIPTION: Parcel E**

Commence at the intersection of the east line of Section 33, Township 1 South, Range 30 West, Escambia County, Florida; and the eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the west and having a radius of 1330.14 feet; thence Southerly (this course and the next two courses along said right-of-way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West (South 27 degrees 38'58" West exist) for a distance of 101.15 feet (101.60 feet exist) to the southerly right of way line of College Boulevard (R/W varies); thence South 60 degrees 41'23" East along said southerly right of way line for a distance of 554.90 feet (554.97 feet exist) to the westerly right of way line of Airport Boulevard (R/W varies); thence South 29 degrees 19'53" West (South 29 degrees 21'25" West exist) (this course and the next three courses along said westerly right of way line) for a distance of 512.13 feet to the point of curvature of a non-tangent circular curve concave to the northwest, having a radius of 466.68 feet and delta angle of 04 degrees 25'34"; thence Southwesterly long said curve for an arc distance of 36.05 feet (chord bearing of South 32 degrees 51'13" West, chord distance of 36.04 feet) for the point of beginning.

Thence continue Southwesterly along said curve for an arc distance of 375.96 feet (chord bearing of South 58 degrees 08'44" West, chord distance of 365.88 feet and delta angle of 46 degrees 09'28") to the point of tangency; thence South 81 degrees 16'55" West (South 81 degrees 17'15" West exist) for a distance of 23.19 feet; thence North 09 degrees 06'23" East for a distance of 72.67 feet to the point of curvature of a circular curve concave to the east, having a radius of 350.00 feet, and delta angle of 20 degrees 12'14"; thence Northeasterly along said curve for an arc distance of 123.42 feet (chord bearing of North 19 degrees 12'30" East, chord distance of 122.78 feet) to the point of tangency; thence North 29 degrees 18'37" East for a distance of 145.77 feet; thence South 60 degrees 40'39" East for a distance of 241.36 feet to the point of beginning.

All lying and being in Sections 17 and 33, Township 1 South, Range 30 West, Escambia County, Florida. Containing 1.28 acres, more or less.

PREPARED BY:  
Adam C. Cobb, of  
EMMANUEL, SHEPPARD & CONDON  
30 S. Spring Street  
Pensacola, FL 32502

## EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("**Agreement**") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 ("**Effective Date**"), by and between SANDSPUR DEVELOPMENT, LLC, a Florida limited liability company ("**Sandspur**") and THE CITY OF PENSACOLA, a municipal corporation organized under the laws of the State of Florida ("**City**"). The City and Sandspur are each a "**Party**" and collectively, the "**Parties**").

### WITNESSETH THAT:

WHEREAS, City is the owner in fee simple of certain real property which is located in Escambia County, Florida more particularly described in Exhibit A attached hereto and incorporated herein by reference ("**Property**").

WHEREAS, Sandspur leased the Property from City by virtue of that certain Ground Lease and Development Agreement Between the City of Pensacola and Sandspur Development, LLC, dated November 21, 2008 ("**Ground Lease**"), which Ground Lease is further evidenced by that certain Memorandum of Ground Lease dated November 21, 2008 and recorded in Book 6399, Page 1054 of the Official Records of Escambia County, Florida.

WHEREAS, as contemplated by the Ground Lease, Sandspur has divided the Property into five parcels, as more particularly described in Exhibit B attached hereto and incorporated herein by reference (each a "**Parcel**" and collectively, "**Parcels**"). The Parcels are depicted in Exhibit C attached hereto and incorporated herein by reference, and such Parcels, as more specifically identified and described in Exhibits B and C, are the "**Hotel Parcel**", "**Parcel A**", "**Parcel B**", "**Parcel D**" and "**Parcel E**".

WHEREAS, Sandspur previously subjected its leasehold interest in the Property to that certain Ground Lessee's Declaration of Reciprocal Easements, Building Standards and Restrictive Covenants for Airport and 12<sup>th</sup>, dated September 17, 2015 and recorded in Book 7407, Page 1501 of the Official Records of Escambia County, Florida ("**Declaration**"), which Declaration, among other things, provides for various easements to facilitate the orderly development and operation of the Property.

WHEREAS, simultaneously herewith, the Parties have entered into that certain Amendment Number 1 to the Ground Lease ("**Lease Amendment**"), which, among other things,

removes Parcel A, Parcel B and Parcel E (collectively, the “**Removed Parcels**”) from the Ground Lease and re-delivers control of the Removed Parcels back to the City.

WHEREAS, simultaneously herewith, Sandspur and others have entered into that certain First Amendment to the Declaration (“**Declaration Amendment**”) which, among other things, removes the Removed Parcels from the Declaration and from the benefits and burdens of its associated easements.

WHEREAS, the Parties wish to ensure the continued orderly development and operation of the Property following said Lease Amendment and Declaration Amendment, and in furtherance thereof wish to establish certain rights, easements, restrictions and obligations relating to the Property as more particularly set forth herein.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The recitals listed above are true and correct and are incorporated in full herein by reference.

2. Reciprocal Roadway Easement. Each of the Parties do hereby grant, convey, and warrant to the other Party along with such Party’s employees, agents, affiliates, licensees, representatives, grantees, heirs, successors, lessees, sublessees, and assigns, and the sub-sublessees, guests and invitees of any of the foregoing (collectively, “**Agents**”), subject to the terms, conditions and limitations set forth in this Agreement, a non-exclusive easement for pedestrian and vehicular ingress and egress, on, over, across and through that portion of the Property identified and depicted in Exhibit D attached hereto and made a part hereof by reference (“**Roadway**”). For clarification, as used herein the term “**Roadway**” shall mean and include that approximately 80-foot wide right-of-way for Airport Lane (as the same may be renamed, from time to time), including, without limitation, the road and adjacent sidewalks located therein. City shall, at its sole expense, maintain the Roadway, including, without limitation, pavement, sidewalks and lighting thereon, at all times in a first-class condition. Notwithstanding anything herein to the contrary, City shall not reconfigure, relocate, enlarge, reduce, or otherwise change the boundaries or traffic pattern of the Roadway without Sandspur’s prior written consent, which consent will not be unreasonably withheld, conditioned or denied. Notwithstanding the foregoing, with any requests to so change the Roadway, City shall provide Sandspur with design and engineering plans and such other information relating to its proposed changes as Sandspur may reasonably request.

3. Reciprocal Utility Easement. Each of the Parties do hereby grant, convey, and warrant to the other Party along with such Party’s Agents, subject to the terms, conditions and limitations set forth in this Agreement, a non-exclusive easement for construction, installation, use, operation, maintenance, connection, repair, replacement, relocation and removal of underground water, storm water, sanitary sewer, electricity, telephone, natural gas, cable television, and internet lines and facilities, and such other utility infrastructure as may be reasonably necessary or desirable, on, over, under and through the Roadway. Such easement will

include the right to enter upon the surface of any portion of the Property over the Roadway and, temporarily, such other portions of the Property within fifteen (15) feet of the Roadway as may be reasonably necessary to implement the foregoing rights.

4. Reciprocal Drainage Easements. Each of the Parties do hereby grant, convey, and warrant to the other Party along with such Party's Agents, subject to the terms, conditions and limitations set forth in this Agreement, the following:

a. A non-exclusive easement for surface flow drainage of storm water runoff originating from all or any portion of the Property over, on and across the Roadway, as now existing or hereafter located.

b. A non-exclusive underground drainage easement under the Roadway and on, over, under, and upon Parcel E for the use, operation, maintenance, connection, repair, and replacement of those drainage structures, inlets, pipes and related facilities as exist upon, under, at or about the Roadway and Parcel E and may exist thereon from time to time. This easement includes the use of the Storm Pond located on Parcel E, as shown on Exhibit C. The purpose of this easement is to collect storm water runoff from each Parcel and convey such storm water to the Storm Pond. City shall, at its expense, maintain the Storm Pond and related facilities in good condition and repair, and Sandspur shall, at its expense, be responsible for the cost of maintaining, renewing and periodically replacing the pipes and systems involved in conveying storm water from the Hotel Parcel and Parcel D to the Storm Pond.

5. Reciprocal Parking Easement. Each of the Parties do hereby grant, convey, and warrant to the other Party along with such Party's Agents, subject to the terms, conditions and limitations set forth in this Agreement, a non-exclusive right to use any parking spaces located on a Parcel but within the Roadway for parking of motor vehicles, in accordance with applicable law.

6. Signage Easement. City does hereby grant, convey, and warrant to the Sandspur and its Agents, subject to the terms, conditions and limitations set forth in this Agreement, a non-exclusive easement for construction, installation, use, operation, maintenance, connection, repair, replacement, and removal of electrically illuminated monument and/or directional signs in the approximate locations shown on Exhibit E attached hereto and made a part hereof by reference (except as provided below, excluding that area designated as "Relocation Signage"). Any such signage shall be at Sandspur's sole expense and shall be subject to the prior approval of the City of Pensacola's Airport Director for appropriateness, consistency with the Airport's graphics standards, and compliance with City codes. If, as, or when City develops Parcel A and or Parcel B, the City will, at its expense, relocate the Hyatt Place monument sign from its location on the Parcel B signage easement area to that "Relocation Signage" area on Parcel A, both as shown in Exhibit E. Removal and relocation shall occur only following and in accordance with the prior written consent of Sandspur, which consent shall not be unreasonably withheld, conditioned or delayed. Upon such relocation, the "Relocation Signage" area shall be subject to this signage easement.

7. Easement Areas. Collectively, the portions of the Property subject to the easements described above will be referred to as “**Easement Areas**”.

8. Existing Infrastructure. City acknowledges and agrees that the Property was developed by Sandspur under the terms of the Ground Lease, which contemplated Sandspur’s long-term use and control over the entire Property. As a result, City agrees that neither it nor its Agents will remove, adjust, relocate or otherwise interfere in any manner with any utility infrastructure or equipment (including, but not limited to, water, storm water, sanitary sewer, electricity, telephone, natural gas and cable television lines and facilities) that exists within the Property as of the date of this Agreement, without Sandspur’s prior written consent, which consent will not be unreasonably withheld, conditioned or delayed, and notwithstanding the event that any such infrastructure or equipment be located on or about the Removed Parcels. In the event that any such infrastructure or equipment be discovered on or about the Removed Parcels and in use by Sandspur or its Agents, then City shall use its best, good-faith efforts to ensure such infrastructure and equipment be and remain as-located and used, and to record an amendment to this Agreement specifically providing for such continued location and use. In the event any relocation of such infrastructure or equipment is required, then such relocation shall be performed by the City, at its expense and in accordance with the terms and conditions of this Agreement.

9. Obstruction and Use of Easements. Each Party shall each continue to have the right to enjoy and use its respective property for any purpose which does not materially interfere with or prevent the use of the easements granted herein. Except as otherwise provided, no Party shall, nor allow any other person or entity to, install, construct, or otherwise create any permanent obstruction on the portion of the Easement Areas located on its respective property that will materially interfere with the other Party’s exercise of the rights granted under this Agreement without the prior consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed.

10. Work. All work performed by or for City or its Agents upon or related to the Roadway must receive the prior written approval of Sandspur, which approval shall not be unreasonably withheld, conditioned or delayed, and shall be performed in such a manner and at such times as will cause a minimum of disruption to the operation of any business in the Property. Any such work shall be performed in a manner that will not interfere with the passage of automobiles and other vehicles through the Roadway (e.g., Roadway excavation shall be performed in stages to permit continuous ingress and egress over at least one traffic lane). Any and all damage to the Roadway or other portions of the Easement Areas in the performance of any work contemplated under this Agreement shall be promptly repaired, and the Roadway and such other damaged portions of the Easement Areas shall be restored to the condition that existed prior to the performance of such work by the Party responsible for such damage. Any work to be performed under this Agreement shall be done in accordance with applicable laws and in a good and workmanlike manner.

11. Nature and Assignment of Easements and Rights. The easements and other related rights and obligations declared, created, granted and reserved herein shall be appurtenant to and run with the Property. Each instrument conveying, granting, transferring, creating or



assigning any interest in all or a part of the Property, shall impose as limitations or restrictions upon the conveyed, transferred or assigned land, the burden of the easements and other rights granted hereunder (whether or not the instrument of conveyance expressly imposes such limitation or restriction).

12. Enforcement. Failure to comply with the provisions of this Agreement shall be grounds for an action by the aggrieved Party, and such action may be maintained at the election of the aggrieved Party against a non-complying Party. All remedies at law or in equity shall be available to an aggrieved Party.

13. Miscellaneous. The conditions, terms and provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The section headings are included only for convenience, and shall not be construed to modify or affect the covenants, terms or provisions of any section. This Agreement and the exhibits herein described set forth the entire agreement of the Parties and shall not be amended or modified except by a written instrument signed by all Parties and expressly stating that it is a modification or an amendment of this Agreement.

14. No Dedication or Joint Venture. Nothing contained herein shall be construed as either creating a dedication or grant of any rights to the public or causing any Party to be a joint venturer or partner of any other Party.

15. Severability. The invalidity or unenforceability of any covenant, condition, term or provision in this Agreement shall not affect the validity and enforceability of any other covenant, condition, term or provision.

16. Duration. This Agreement shall expire and be of no further force and effect upon the expiration or earlier termination of the Ground Lease, as evidenced by the recordation of a duly authorized and executed termination of the Memorandum of Ground Lease in the Official Records of Escambia County, Florida.

[Separate signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Easement Agreement to be executed as of the date first set forth above.

**CITY:**

**CITY OF PENSACOLA**

By: \_\_\_\_\_

Grover Robinson, IV - Mayor

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Ericka Burnett, City Clerk

Approved as To Content:

By: \_\_\_\_\_

Airport Director

Legal in Form and Valid as Drawn:

By: \_\_\_\_\_

City Attorney

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019 by \_\_\_\_\_ as \_\_\_\_\_ of the City of Pensacola, on behalf of said City, who ( ) is personally known to me or who ( ) has produced \_\_\_\_\_ and who did not take an oath.

\_\_\_\_\_  
Notary Public - State of Florida (SEAL)

[A separate signature page follows.]

**“SANDSPUR”**

**SANDSPUR DEVELOPMENT, LLC, a**  
Florida limited liability company

By: **INNISFREE HOTELS, INC., an**  
Alabama corporation, its Manager

By: \_\_\_\_\_  
Ted Ent, President

Witnesses:

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by Ted Ent as President of INNISFREE HOTELS, INC., an Alabama corporation as Manager of SANDSPUR DEVELOPMENT, LLC, a Florida limited liability company, on behalf of said company, who ( ) is personally known to me or who ( ) has produced \_\_\_\_\_ and who did not take an oath.

\_\_\_\_\_(SEAL)  
Notary Public - State of Florida

SUBORDINATION BY SUMMIT BANK, N.A.

Summit Bank, N. A., hereby consents to the foregoing Easement Agreement and subordinates to the foregoing Easement Agreement and the rights and easements created thereby all of its mortgage, lien, interest and estate in, to and under the Ground Lease, the leasehold estate created thereby, and the real property subject thereto arising under or by virtue of the loan and security documents identified in Exhibit F attached hereto and incorporated herein by reference, this the \_\_\_\_ day of August, 2019.

SUMMIT BANK, N.A. , a national banking corporation

Witnesses:

Sign: \_\_\_\_\_  
Sign: \_\_\_\_\_  
Print: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019 by \_\_\_\_\_ as \_\_\_\_-President of SUMMIT BANK, N.A., a national banking association, on behalf of said association, who ( ) is personally known to me or who ( ) has produced \_\_\_\_\_ and who did not take an oath.

\_\_\_\_\_(SEAL)  
Notary Public - State of Florida

EXHIBIT A

PROPERTY

Commence at the intersection of the East line of Section 33, Township 1 South, Range 30 West, Escambia County, Florida; and the Eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the West and having a radius of 1330.14 feet; thence go Southerly along said right-of-way line 167.41 feet, said curve has a central angle of 7°12'40", a chord bearing of S22°26'01"W, and a chord distance of 167.30 feet; thence go S02°05'37"E along said Eastern right-of-way line 6.34 feet; thence continue along said right-of-way line, S27°41'37"W 101.15 feet to the Point of Beginning; thence go S60°41'23"E along the West right-of-way line of College Boulevard (right-of-way varies) a distance of 554.90 feet to an intersection with said West right-of-way line and the North right-of-way line of Airport Boulevard (right-of-way varies); thence go S29°19'53"W along said North right-of-way line a distance of 512.13 feet to a point of curvature of a curve to the right having a radius of 466.68 feet; thence go Southwesterly along said curve and right-of-way line a distance of 412.01 feet to a point of tangency, said curve has a central angle of 50°35'00", a chord bearing of S55°57'45"W, and a chord distance of 398.76 feet; thence go S81°16'55"W along said right-of-way line a distance of 113.45 feet; thence go N83°12'14"W along said right-of-way line a distance of 41.36 feet to a point of curvature of a curve to the right having a radius of 350.67 feet; thence go Westerly along said curve and right-of-way line a distance of 144.86 feet to a point of tangency; the aforesaid curve has a central angle of 23°40'05", a chord bearing of N71°22'03"W, and a chord distance of 143.83 feet; thence go N57°33'10"W along said right-of-way line a distance of 83.29 feet to a point of curvature of a curve to the right having a radius of 30.00 feet; thence go Northerly along said curve and right-of-way line a distance of 45.50 feet to a point of tangency, said point being on the Easterly right-of-way line of 12th Avenue (right-of-way varies), said curve has a central angle of 86°53'38", a chord bearing of N14°06'21"W, and a chord distance of 41.26 feet; thence go N29°20'28"E along said right-of-way line a distance of 942.70 feet; thence go N77°31'45"E along said right-of-way line a distance of 5.49 feet to the Point of Beginning. The above described parcel of land is a portion of Section 17 and 33, Township 1 South, Range 30 West, Escambia County, Florida; and contains 11.44 acres.

## EXHIBIT B

### PARCELS

#### LEGAL DESCRIPTION: Hotel Parcel

Commence at the intersection of the east line of Section 33, Township 1 South, Range 30 West, Escambia County, Florida; and the eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the west and having a radius of 1330.14 feet; thence Southerly (this course and the next two courses along said right-of-way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West (South 27 degrees 38'58" West exist) for a distance of 101.15 feet (101.60 feet exist) to the southerly right of way line of College Boulevard (R/W varies); thence South 60 degrees 41'23" East along said southerly right of way line for a distance of 310.97 feet for the point of beginning.

Thence continue South 60 degrees 41'23" East along said southerly right of way line for a distance of 244.00 feet to the westerly right of way line of Airport Boulevard (R/W varies); thence South 29 degrees 19'53" West (South 29 degrees 21'25" West exist) (this course and the next course along said westerly right of way line) for a distance of 312.13 feet to the point of curvature of a non-tangent circular curve concave to the northwest, having a radius of 466.68 feet and delta angle of 04 degrees 25'34"; thence Southwesterly long said curve for an arc distance of 36.05 feet (chord bearing of South 32 degrees 51'13" West, chord distance of 36.04 feet); thence North 60 degrees 40'39" West for a distance of 241.36 feet; thence North 29 degrees 18'37" East for a distance of 548.05 feet to the point of beginning.

All lying and being in Sections 17 and 33, Township 1 South, Range 30 West, Escambia County, Florida. Containing 3.07 acres, more or less.

AND

#### LEGAL DESCRIPTION: Parcel A

Commence at the intersection of the east line of Section 33, Township 1 South, Range 30 West, Escambia County, Florida; and the eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the west and having a radius of 1330.14 feet; thence Southerly (this course and the next four courses along said right-of-way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West (South 27 degrees 38'58" West exist) for a distance of 101.15 feet (101.60 feet exist) to the point of beginning.

Thence South 77 degrees 31'45" West (South 77 degrees 24'43" West exist) for a distance of 5.49 feet (5.50 feet exist); thence South 29 degrees 20'28" West for a distance of 275.21 feet; thence South 60 degrees 39'32" East for a distance of 315.22 feet; thence North 29 degrees 18'37" East for a distance of 279.05 feet to the southerly right of way line of College Boulevard (R/W varies); thence North 60 degrees 41'23" West along said southerly right of way line for a distance of 310.97 feet to the point of beginning.

All lying and being in Sections 17 and 33, Township 1 South, Range 30 West, Escambia County, Florida. Containing 2.02 acres, more or less.

AND

**LEGAL DESCRIPTION: Parcel B**

Commence at the intersection of the east line of Section 33, Township 1 South, Range 30 West, Escambia County, Florida; and the eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the west and having a radius of 1330.14 feet; thence Southerly (this course and the next five courses along said right-of-way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West (South 27 degrees 38'58" West exist) for a distance of 101.15 feet (101.60 feet exist); thence South 77 degrees 31'45" West (South 77 degrees 24'43" West exist) for a distance of 5.49 feet (5.50 feet exist); thence South 29 degrees 20'28" West for a distance of 275.21 feet for the point of beginning.

Thence continue South 29 degrees 20'28" West for a distance of 361.17 feet; thence South 60 degrees 39'32" East for a distance of 315.41 feet; thence North 29 degrees 18'37" East for a distance of 361.17 feet; thence North 60 degrees 39'32" West for a distance of 315.22 feet to the point of beginning.

All lying and being in Sections 17 and 33, Township 1 South, Range 30 West, Escambia County, Florida. Containing 2.61 acres, more or less.

AND

**LEGAL DESCRIPTION: Parcel D**

Commence at the intersection of the east line of Section 33, Township 1 South, Range 30 West, Escambia County, Florida; and the eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the west and having a radius of 1330.14 feet; thence Southerly (this course and the next five courses along said right-of-way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West (South 27 degrees 38'58" West exist) for a distance of 101.15 feet (101.60 feet exist); thence South 77 degrees 31'45" West (South 77 degrees 24'43" West exist) for a distance of 5.44 feet (5.50 feet exist); thence South 29 degrees 20'28" West for a distance of 636.36 feet to the point of beginning.

Thence continue South 29 degrees 20'28" West for a distance of 306.37 feet to the point of curvature of a circular curve concave to the northeast, having a radius of 30.00 feet, and delta angle of 86 degrees 33'38" (87 degrees 01'31" exist); thence Southeasterly along said curve for an arc distance of 45.50 feet (45.51 feet exist), chord distance of 41.26 feet (41.31 feet exist), chord bearing of South 14 degrees 06'21" East (South 14 degrees 13'32" East exist) to the point of tangency, said point being on the northerly right of way line of Airport Boulevard (R/W varies); thence South 57 degrees 33'10" East (South 57 degrees 30'42" East exist) (this course three courses along said northerly right of way line) for a distance of 83.29 feet (83.38 feet exist) to the point of curvature of a circular curve concave to the northwest, having a radius of 350.67 feet, and delta angle of 23 degrees 40'05" (23 degrees 39'44" exist); thence Southeasterly along said curve for an arc distance of 144.86 feet (144.82 feet exist) (chord distance of 143.83 feet (143.79 feet exist), chord bearing of South 71 degrees 22'03" East (South 71 degrees 23'35" East exist) to the point of tangency; thence South 83 degrees 12'14" East (South 83 degrees 13'31" East exist) for a distance of 41.36 feet (41.32 feet exist) to a point of intersection; thence North 81 degrees 16'33" East (North 81 degrees 17'15" East exist) for a distance of 90.18 feet; thence North 09 degrees 06'23" East for a distance of 72.67 feet to the point of curvature of a circular curve concave to the east, having a radius of 350.00 feet, and delta angle of 20 degrees 12'14"; thence Northeasterly along said curve for an arc distance of 123.42 feet (chord distance of 122.78 feet, chord bearing of North 19 degrees 12'30" East) to the point of tangency; thence North 29 degrees 18'37" East for a distance of 315.60 feet; thence North 60 degrees 39'32" West for a distance of 315.41 feet to the point of beginning.

All lying and being in Section 33, Township 1 South, Range 30 West, Escambia County, Florida. Containing 2.46 acres, more or less.

AND

**LEGAL DESCRIPTION: Parcel E**

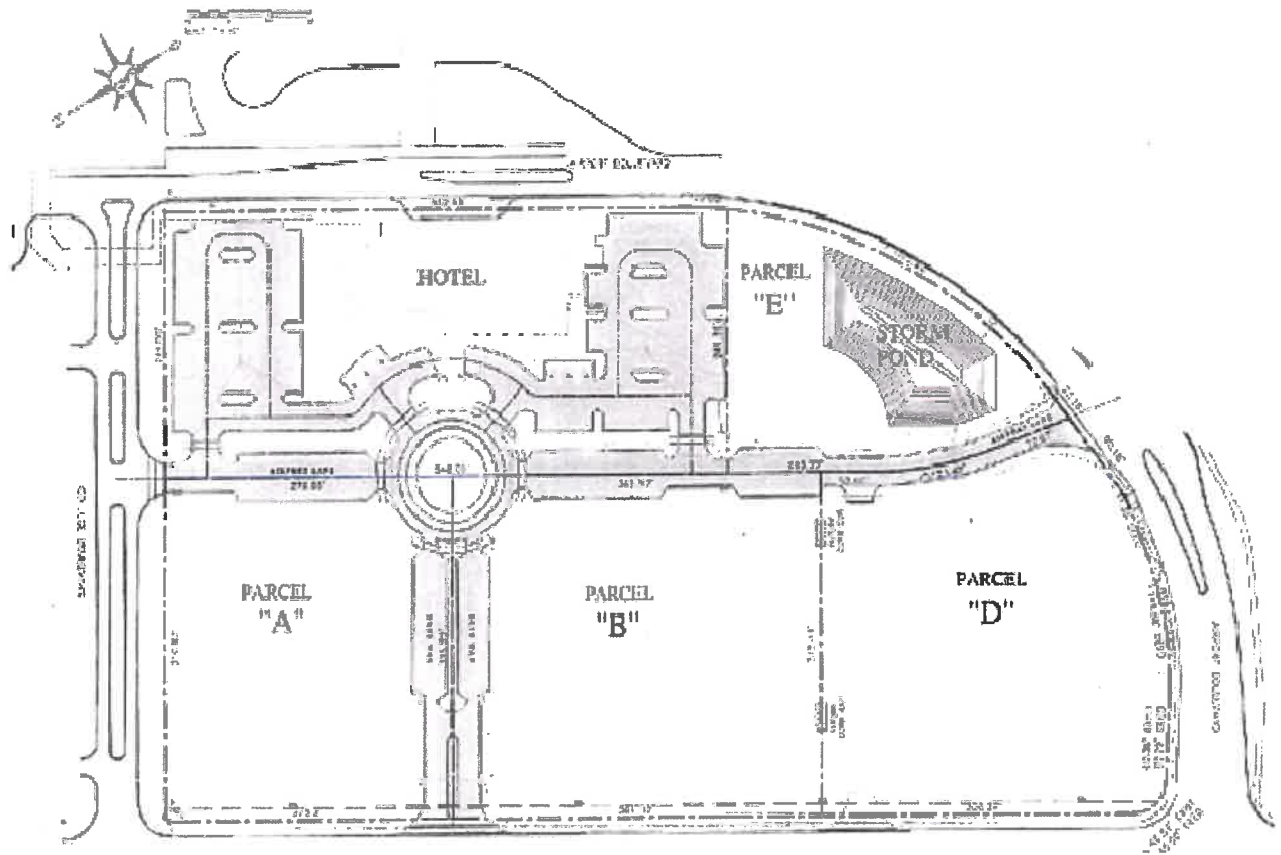
Commence at the intersection of the east line of Section 33, Township 1 South, Range 30 West, Escambia County, Florida; and the eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the west and having a radius of 1330.14 feet; thence Southerly (this course and the next two courses along said right-of-way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West (South 27 degrees 38'58" West exist) for a distance of 101.15 feet (101.60 feet exist) to the southerly right of way line of College Boulevard (R/W varies); thence South 60 degrees 41'23" East along said southerly right of way line for a distance of 554.90 feet (554.97 feet exist) to the westerly right of way line of Airport Boulevard (R/W varies); thence South 29 degrees 19'53" West (South 29 degrees 21'25" West exist) (this course and the next three courses along said westerly right of way line) for a distance of 512.13 feet to the point of curvature of a non-tangent circular curve concave to the northwest, having a radius of 466.68 feet and delta angle of 04 degrees 25'34"; thence Southwesterly long said curve for an arc distance of 36.05 feet (chord bearing of South 32 degrees 51'13" West, chord distance of 36.04 feet) for the point of beginning.

Thence continue Southwesterly along said curve for an arc distance of 375.96 feet (chord bearing of South 58 degrees 08'44" West, chord distance of 365.88 feet and delta angle of 46 degrees 09'28") to the point of tangency; thence South 81 degrees 16'55" West (South 81 degrees 17'15" West exist) for a distance of 23.19 feet; thence North 09 degrees 06'23" East for a distance of 72.67 feet to the point of curvature of a circular curve concave to the east, having a radius of 350.00 feet, and delta angle of 20 degrees 12'14"; thence Northeasterly along said curve for an arc distance of 123.42 feet (chord bearing of North 19 degrees 12'30" East, chord distance of 122.78 feet) to the point of tangency; thence North 29 degrees 18'37" East for a distance of 145.77 feet; thence South 60 degrees 40'39" East for a distance of 241.36 feet to the point of beginning.

All lying and being in Sections 17 and 33, Township 1 South, Range 30 West, Escambia County, Florida. Containing 1.28 acres, more or less.



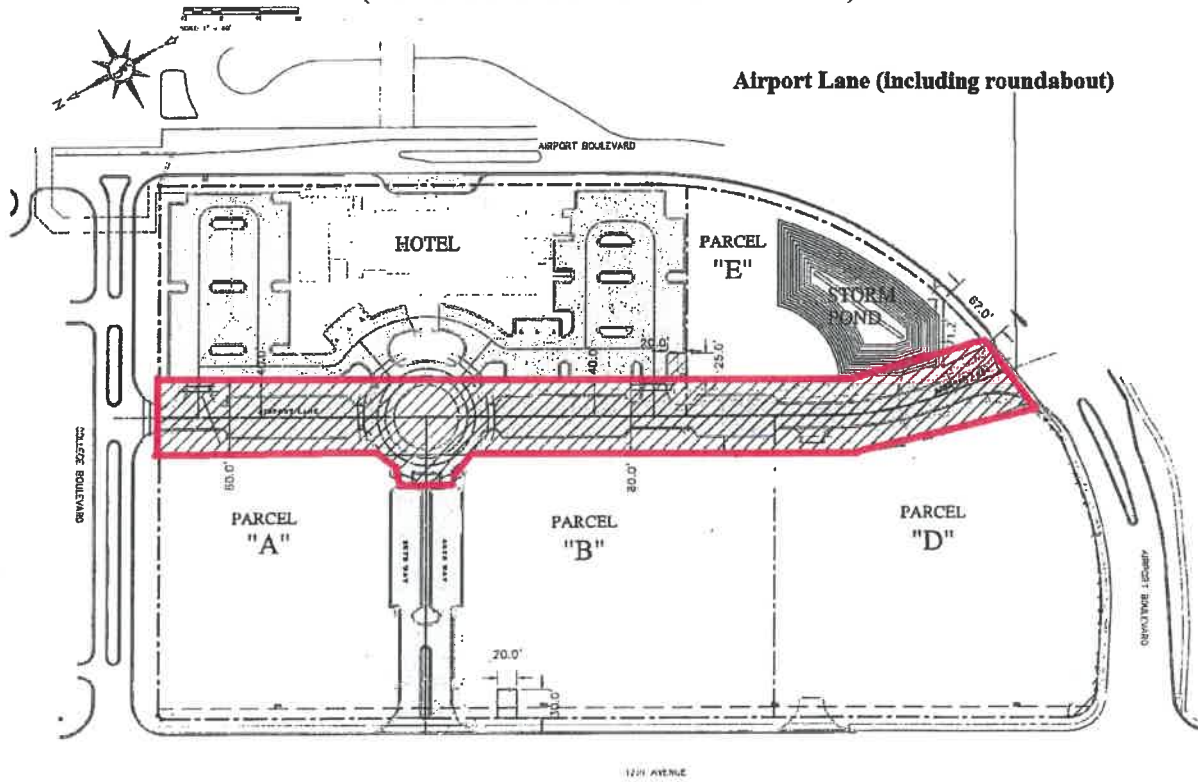
**EXHIBIT C**



**EXHIBIT D**

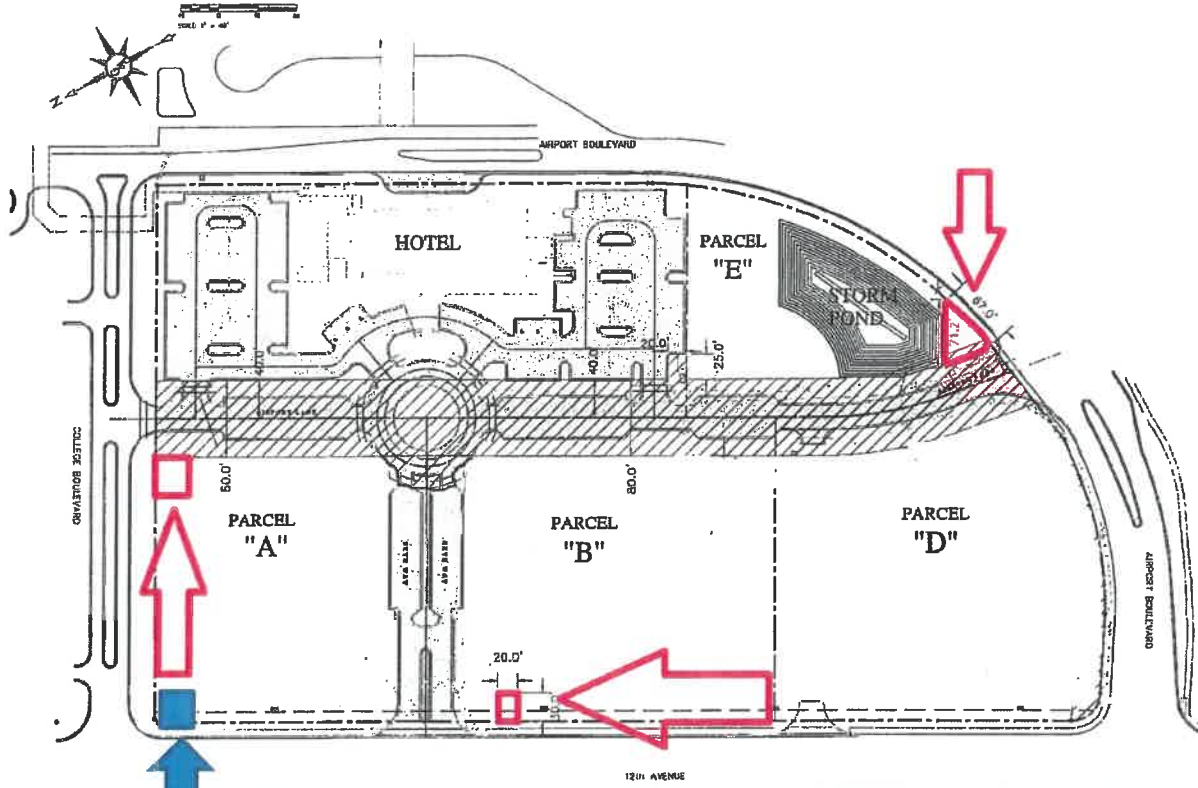
**ROADWAY**

(Outlined and hatch-marked area below)



**EXHIBIT E**

**SANDSPUR SIGNAGE**



Relocation Signage

**EXHIBIT F**

**SECURITY DOCUMENTS**

The following-described mortgage and all related security documents: Amended and Restated Leasehold Mortgage given by Sandspur Development, LLC, as Mortgagor, to Summit Bank, N.A., as Mortgagee, dated September 23, 2016, and recorded at O.R. Book 7603, Page 96 of the public records of Escambia County, Florida

This document prepared by  
and after recording, return to  
Adam C. Cobb  
Emmanuel, Sheppard & Condon  
30 S. Spring St.  
Pensacola, FL 32502

**FIRST AMENDMENT TO MEMORANDUM OF GROUND LEASE**

THIS FIRST AMENDMENT TO MEMORANDUM OF GROUND LEASE (the "Amendment") is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the CITY OF PENSACOLA, a municipal corporation organized under the laws of the State of Florida, whose address is 222 W. Main Street, Pensacola, Florida 32502 ("City") and SANDSPUR DEVELOPMENT, LLC, a Florida limited liability company, whose address is 113 Baybridge Park, Gulf Breeze, Florida 32561 ("Lessee").

**WITNESSETH:**

A. City and Lessee are parties to that certain Ground Lease and Development Agreement dated November 21, 2008, for certain real property located within the Pensacola International Airport ("Ground Lease");

B. The Ground Lease is evidenced by that certain Memorandum of Ground Lease entered into by and between City and Lessee, dated November 21, 2008 and recorded in O.R. Book 6399, Page 1054 of the public records of Escambia County, Florida ("Memorandum");

C. The Ground Lease has been amended by virtue of that Amendment Number 1 to Ground Lease and Development Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 2019, ("Ground Lease Amendment") to reflect updates to the Premises/Leased Premises (as defined in said Ground Lease), and this Amendment is being entered into to reflect such updates.

**NOW, THEREFORE**, for and in consideration of ten dollars (\$10.00) and the mutual covenants contained in this Amendment and in the Ground Lease, City and Lessee hereby amend the Memorandum as follows:

1. Premises/Leased Premises. Exhibit A to the Memorandum is hereby deleted in its entirety and replaced with Exhibit A attached hereto and made a part hereof by reference.

2. Title in and to that certain real estate described in Exhibit B attached hereto and made a part hereof by reference (collectively, the "Removed Parcels") has reverted solely back to the City by virtue of the Ground Lease Amendment listed above.

3. In consideration of and as a material inducement for Lessee's entry into this Ground Lease Amendment, the City has covenanted and agreed that that, for so long as that certain Commercial Ground Sublease dated September 17, 2015 between Lessee and 2400 Block Airport Blvd, LLC, a Florida limited liability company, as further evidenced by that certain Short

Form Commercial Ground Sublease recorded in Book 7407, Page 1564 of the Official Records of Escambia County, Florida, is in full force and effect, and a medical office building is continuously open and operating as a medical office building on Parcel D, then City shall not lease, rent or use any of the Removed Parcels for the following limited uses: (i) the provision or operation of any "Ancillary Medical Care Service or Facility" (as hereinafter defined), (ii) the provision of care and/or services in the following specialties: cardiology, cardiac rehabilitation, sports medicine, orthopedics, pain management, neurology, obstetrics and gynecology, oncology, endoscopy, gastroenterology, family practice, internal medicine, and primary care, or (iii) the operation of a specialty hospital, or a trauma or urgent care facility ("Limited Prohibited Uses"). The Limited Prohibited Uses shall be strictly and narrowly construed so as to not prohibit all medical related uses on the Removed Parcels.

4. As used herein, an "Ancillary Medical Care Service or Facility" shall mean and include, any form of testing for diagnostic or therapeutic purposes, provision or operation of a laboratory (including, without limitation, a pathology laboratory or a clinical laboratory), diagnostic imaging services, which include, without limitation, the following testing facilities: fluoroscopy; x-ray; plane film radiography; computerized tomography (CT); ultrasound; radiation therapy; mammography and breast diagnostics; nuclear medicine testing and magnetic resonance imaging (MRI); physical therapy services; and respiratory therapy service.

5. Capitalized terms not defined herein shall have the meaning ascribed to them in the Memorandum.

6. Except as expressly modified herein, the terms of the Memorandum remain unchanged and in full force and effect.

[Separate signature pages follow.]

IN WITNESS WHEREOF, Lessee and City have caused this First Amendment to Memorandum of Ground Lease to be executed on the day, month and year set out above.

**LESSEE**

SANDSPUR DEVELOPMENT, LLC, a  
Florida limited liability company

By: INNISFREE HOTELS, INC., an  
Alabama corporation, its Manager

By: \_\_\_\_\_  
Ted Ent, President

Witnesses:

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019 by Ted Ent as President of INNISFREE HOTELS, INC., an Alabama corporation as Manager of SANDSPUR DEVELOPMENT, LLC, a Florida limited liability company, on behalf of said company, who ( ) is personally known to me or who ( ) has produced \_\_\_\_\_ and who did not take an oath.

\_\_\_\_\_  
Notary Public - State of Florida (SEAL)

*First Amendment to Memorandum of Ground Lease – Signature Page*

[A separate signature page follows.]

**CITY:**

**CITY OF PENSACOLA**

By: \_\_\_\_\_

Grover Robinson, IV - Mayor

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Ericka Burnett, City Clerk

Approved as To Content:

By: \_\_\_\_\_

Airport Director

Legal in Form and Valid as Drawn:

By: \_\_\_\_\_

City Attorney

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by \_\_\_\_\_ as \_\_\_\_\_ of the City of Pensacola, on behalf of said City, who ( ) is personally known to me or who ( ) has produced \_\_\_\_\_ and who did not take an oath.

\_\_\_\_\_  
Notary Public - State of Florida (SEAL)



## EXHIBIT "A"

### LEGAL DESCRIPTION: Hotel Parcel

Commence at the intersection of the east line of Section 33, Township 1 South, Range 30 West, Escambia County, Florida; and the eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the west and having a radius of 1330.14 feet; thence Southerly (this course and the next two courses along said right-of-way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West (South 27 degrees 38'58" West exist) for a distance of 101.15 feet (101.60 feet exist) to the southerly right of way line of College Boulevard (R/W varies); thence South 60 degrees 41'23" East along said southerly right of way line for a distance of 310.97 feet for the point of beginning.

Thence continue South 60 degrees 41'23" East along said southerly right of way line for a distance of 244.00 feet to the westerly right of way line of Airport Boulevard (R/W varies); thence South 29 degrees 19'53" West (South 29 degrees 21'25" West exist) (this course and the next course along said westerly right of way line) for a distance of 512.13 feet to the point of curvature of a non-tangent circular curve concave to the northwest, having a radius of 466.68 feet and delta angle of 04 degrees 25'34"; thence Southwesterly long said curve for an arc distance of 36.05 feet (chord bearing of South 32 degrees 51'13" West, chord distance of 36.04 feet); thence North 60 degrees 40'39" West for a distance of 241.36 feet; thence North 29 degrees 18'37" East for a distance of 548.05 feet to the point of beginning.

All lying and being in Sections 17 and 33, Township 1 South, Range 30 West, Escambia County, Florida. Containing 5.07 acres, more or less.

AND

### LEGAL DESCRIPTION: Parcel D

Commence at the intersection of the east line of Section 33, Township 1 South, Range 30 West, Escambia County, Florida; and the eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the west and having a radius of 1330.14 feet; thence Southerly (this course and the next five courses along said right-of-way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West (South 27 degrees 38'58" West exist) for a distance of 101.15 feet (101.60 feet exist); thence South 77 degrees 31'45" West (South 77 degrees 24'43" West exist) for a distance of 5.49 feet (5.30 feet exist); thence South 29 degrees 20'28" West for a distance of 636.38 feet to the point of beginning.

Thence continue South 29 degrees 20'28" West for a distance of 306.37 feet to the point of curvature of a circular curve concave to the northeast, having a radius of 30.00 feet, and delta angle of 86 degrees 53'38" (87 degrees 01'31" exist); thence Southeasterly along said curve for an arc distance of 45.50 feet (45.57 feet exist), chord distance of 41.26 feet (41.31 feet exist), chord bearing of South 14 degrees 06'21" East (South 14 degrees 15'32" East exist) to the point of tangency, said point being on the northerly right of way line of Airport Boulevard (R/W varies); thence South 57 degrees 33'10" East (South 57 degrees 30'42" East exist) (this course three courses along said northerly right of way line) for a distance of 83.29 feet (83.38 feet exist) to the point of curvature of a circular curve concave to the northwest, having a radius of 350.67 feet, and delta angle of 23 degrees 40'05" (23 degrees 39'44" exist); thence Southeasterly along said curve for an arc distance of 144.86 feet (144.82 feet exist) (chord distance of 143.83 feet (143.79 feet exist), chord bearing of South 71 degrees 22'03" East (South 71 degrees 23'35" East exist)) to the point of tangency; thence South 83 degrees 12'14" East (South 83 degrees 13'31" East exist) for a distance of 41.36 feet (41.32 feet exist) to a point of intersection; thence North 81 degrees 16'33" East (North 81 degrees 17'15" East exist) for a distance of 90.18 feet; thence North 09 degrees 06'23" East for a distance of 72.67 feet to the point of curvature of a circular curve concave to the east, having a radius of 350.00 feet, and delta angle of 20 degrees 12'14"; thence Northeasterly along said curve for an arc distance of 123.42 feet (chord distance of 122.78 feet, chord bearing of North 13 degrees 12'30" East) to the point of tangency; thence North 29 degrees 18'37" East for a distance of 33.60 feet; thence North 60 degrees 39'32" West for a distance of 315.41 feet to the point of beginning.

All lying and being in Section 33, Township 1 South, Range 30 West, Escambia County, Florida. Containing 2.46 acres, more or less.

## EXHIBIT "B"

### Removed Parcels

#### LEGAL DESCRIPTION: Parcel A

Commence at the intersection of the east line of Section 33, Township 1 South, Range 30 West, Escambia County, Florida; and the eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the west and having a radius of 1330.14 feet; thence Southerly (this course and the next four courses along said right-of-way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West (South 27 degrees 38'58" West exist) for a distance of 101.15 feet (101.60 feet exist) to the point of beginning.

Thence South 77 degrees 31'45" West (South 77 degrees 24'43" West exist) for a distance of 5.49 feet (5.50 feet exist); thence South 29 degrees 20'28" West for a distance of 275.21 feet; thence South 60 degrees 39'32" East for a distance of 315.22 feet; thence North 29 degrees 18'37" East for a distance of 274.05 feet to the southerly right of way line of College Boulevard (R/W varies); thence North 60 degrees 41'23" West along said southerly right of way line for a distance of 310.97 feet to the point of beginning.

All lying and being in Sections 17 and 33, Township 1 South, Range 30 West, Escambia County, Florida. Containing 2.02 acres, more or less.

AND

#### LEGAL DESCRIPTION: Parcel B

Commence at the intersection of the east line of Section 33, Township 1 South, Range 30 West, Escambia County, Florida; and the eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the west and having a radius of 1330.14 feet; thence Southerly (this course and the next five courses along said right-of-way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West (South 27 degrees 38'58" West exist) for a distance of 101.15 feet (101.60 feet exist); thence South 77 degrees 31'45" West (South 77 degrees 24'43" West exist) for a distance of 5.49 feet (5.50 feet exist); thence South 29 degrees 20'28" West for a distance of 275.21 feet for the point of beginning.

Thence continue South 29 degrees 20'28" West for a distance of 361.17 feet; thence South 60 degrees 39'32" East for a distance of 315.41 feet; thence North 29 degrees 18'37" East for a distance of 361.17 feet; thence North 60 degrees 39'32" West for a distance of 315.22 feet to the point of beginning.

All lying and being in Sections 17 and 33, Township 1 South, Range 30 West, Escambia County, Florida. Containing 2.61 acres, more or less.

AND

**LEGAL DESCRIPTION: Parcel E**

Commence at the intersection of the east line of Section 33, Township 1 South, Range 30 West, Escambia County, Florida; and the eastern right-of-way of 12th Avenue (R/W varies); said right-of-way being in a curve concave to the west and having a radius of 1330.14 feet; thence Southerly (this course and the next two courses along said right-of-way line) for an arc distance of 167.41 feet (delta angle of 07 degrees 12'40", a chord bearing of South 22 degrees 26'01" West, and a chord distance of 167.30 feet); thence South 02 degrees 05'37" East for a distance of 6.34 feet; thence South 27 degrees 41'37" West (South 27 degrees 38'58" West exist) for a distance of 101.15 feet (101.60 feet exist) to the southerly right of way line of College Boulevard (R/W varies); thence South 60 degrees 41'23" East along said southerly right of way line for a distance of 554.90 feet (554.97 feet exist) to the westerly right of way line of Airport Boulevard (R/W varies); thence South 29 degrees 19'33" West (South 29 degrees 21'25" West exist) (this course and the next three courses along said westerly right of way line) for a distance of 512.13 feet to the point of curvature of a non-tangent circular curve concave to the northwest, having a radius of 466.68 feet and delta angle of 04 degrees 25'34"; thence Southwesterly long said curve for an arc distance of 36.05 feet (chord bearing of South 32 degrees 51'13" West, chord distance of 36.04 feet) for the point of beginning.

Thence continue Southwesterly along said curve for an arc distance of 375.96 feet (chord bearing of South 58 degrees 08'44" West, chord distance of 365.88 feet and delta angle of 46 degrees 09'28") to the point of tangency; thence South 81 degrees 16'55" West (South 81 degrees 17'15" West exist) for a distance of 25.19 feet; thence North 09 degrees 06'23" East for a distance of 72.67 feet to the point of curvature of a circular curve concave to the east, having a radius of 350.00 feet, and delta angle of 20 degrees 12'14"; thence Northeasterly along said curve for an arc distance of 123.42 feet (chord bearing of North 19 degrees 12'30" East, chord distance of 122.78 feet) to the point of tangency; thence North 29 degrees 18'37" East for a distance of 145.77 feet; thence South 60 degrees 40'39" East for a distance of 241.36 feet to the point of beginning.

All lying and being in Sections 17 and 33, Township 1 South, Range 30 West, Escambia County, Florida. Containing 1.28 acres, more or less.



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 19-00371

City Council

8/8/2019

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Grover C. Robinson, IV, Mayor

**SUBJECT:**

FEDERAL AVIATION ADMINISTRATION GRANT AGREEMENT 3-12-0063-043-2019

**RECOMMENDATION:**

That City Council approve and authorize the Mayor to execute the acceptance of the Federal Aviation Administration Airport Improvement Program (AIP) Grant 3-12-0063-043-2019 in the amount of \$2,072,525 for the acquisition of two replacement Aircraft Rescue and Firefighting Vehicles, design services for the improvements to airfield drainage, design services for the development of a General Aviation Customs and Border Protection Facility, and land acquisition at the Pensacola International Airport. Further, that City Council authorize the Mayor to take all actions necessary relating to the finalization of the grant.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Pensacola International Airport is eligible to receive annual grants in aid from the Federal Aviation Administration to help cover the costs of certain safety, security, or capacity projects needed for the ongoing operation and development of the facility. These grants, offered under the FAA's Airport Improvement Program (AIP), are based on passenger enplanements, and can often cover up to 90% of project expenses.

As part of the annual budget process, Airport Staff works with FAA personnel to identify projects that qualify for AIP reimbursement, and submits pre-applications and applications to the FAA accordingly. For this year, Airport Staff identified five items for reimbursement. These were: 1) Replacement of Aircraft Rescue and Firefighting Vehicle No. 112; 2) Replacement of Aircraft Rescue and Firefighting Vehicle No. 111; 3) Design services for a general aviation Customs and Border Protection facility; 4) Design services for airfield stormwater modifications; and 5) Purchase of property located at 3040 New Hope Road.

In response to the application filed by Airport Staff, the FAA has offered a grant in the amount of \$2,075,525.

**PRIOR ACTION:**

September 20, 2017 - City Council adopted the FY 2018 City budget which for the Airport included the replacement of Aircraft Rescue and Firefighting Vehicle 111.

September 19, 2018 - City Council adopted the FY 2019 City budget, which for the Airport included the replacement of Aircraft Rescue and Firefighting Vehicle 112, the design services for the General Aviation Customs and Border Protection facility, and the design services for the airfield stormwater modifications.

November 8, 2018 - City Council adopted FY 2019 Non-Encumbered Carryover Budget Resolution No. 18-50.

May 16, 2019 - City Council authorized the purchase of 3040 New Hope Road.

**FUNDING:**

Budget: \$ 2,072,525 FAA Grant 3-12-0063-043-2019  
          273,731 Airport Matching Funds  
          \$ 2,346,256

Actual: \$ 675,637 Purchase Replacement ARFF Vehicle #112  
          635,617 Reimbursement for Replacement ARFF Vehicle #111  
          608,942 Customs & Boarder Protection Facility - Design  
          318,540 Airfield Stormwater Modifications - Design  
          107,520 Purchase of 3040 New Hope Road  
          \$ 2,346,256

**FINANCIAL IMPACT:**

Grant funds have been appropriated in the Airport's FY 2018 and FY 2019 Budgets. Balances remaining at the end of FY 2018 were carried forward on Supplemental Budget Resolution No. 18-50. Funds for the Airport match portion of the projects are available in the Airport's FY 2019 Capital Improvement Budget.

**CITY ATTORNEY REVIEW:** Yes

7/24/2019

**STAFF CONTACT:**

Christopher L. Holley, City Administrator  
Daniel E. Flynn, Airport Director

**ATTACHMENTS:**

- 1) Grant Agreement 3-12-0063-043-2019

**PRESENTATION:** No



U.S. Department  
of Transportation  
Federal Aviation  
Administration

## GRANT AGREEMENT

### PART I – OFFER

|                       |   |
|-----------------------|---|
| Date of Offer         | <u>July 23, 2019</u>                                      |
| Airport/Planning Area | <u>Pensacola International</u>                            |
| AIP Grant Number      | <u>3-12-0063-043-2019</u>                                 |
| DUNS Number           | <u>073131559</u>  |
| TO:                   | <u>City of Pensacola</u><br>(herein called the "Sponsor") |

FROM: **The United States of America**(acting through the Federal Aviation Administration, herein called the "FAA")

**WHEREAS**, the Sponsor has submitted to the FAA a Project Application dated June 7, 2019, for a grant of Federal funds for a project at or associated with the Pensacola International Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Pensacola International Airport (herein called the "Project") consisting of the following:

- Acquire Aircraft Rescue & Fire Fighting Vehicle: Acquire two (2) ARFF Vehicles
- Construct Building: Customs and Border Patrol Facility (Design)
- Acquire Land for Development: Property Location at 3040 New Hope Road
- Improve Airport Drainage: Airfield Stormwater Modifications (Design)

which is more fully described in the Project Application.

**NOW THEREFORE**, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

**THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.**

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

### CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$2,072,525.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$1,975,757 airport development or noise program implementation; and,

\$96,768 for land acquisition.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 30, 2019, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor



must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

**10. United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

**11. System for Award Management (SAM) Registration And Universal Identifier.**

A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).

B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).

**12. Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi invoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

**13. Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

**14. Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

**15. Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

- 16. Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- 17. Maximum Obligation Increase For Primary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. May not be increased for a planning project;
  - B. May be increased by not more than 15 percent for development projects;
  - C. May be increased by not more than 15 percent for land project.
- 18. Audits for Public Sponsors.** The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.
- 19. Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:
- A. Verify the non-federal entity is eligible to participate in this Federal program by:
    - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
    - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
    - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
  - B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
  - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debar a contractor, person, or entity.
- 20. Ban on Texting While Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
    - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
    - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
      - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
      - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
  - B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

**21. AIP Funded Work Included in a PFC Application.**

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

**22. Exhibit "A" Property Map.** The Exhibit "A" Property Map dated June 1994, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

**23. Employee Protection from Reprisal.****A. Prohibition of Reprisals –**

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
  - i. Gross mismanagement of a Federal grant;
  - ii. Gross waste of Federal funds;
  - iii. An abuse of authority relating to implementation or use of Federal funds;
  - iv. A substantial and specific danger to public health or safety; or
  - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Federal office or employee responsible for oversight of a grant program;
  - v. A court or grand jury;
  - vi. A management office of the grantee or subgrantee; or
  - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

**24. 2018 FAA Reauthorization.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C.

chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at <https://www.congress.gov/bill/115th-congress/house-bill/302/text>.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA  
FEDERAL AVIATION ADMINISTRATION**

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*(Signature)*

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**Bart Vernace**

*(Typed Name)*

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**Manager**

*(Title of FAA Official)*

**PART II - ACCEPTANCE**

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.<sup>1</sup>

Executed this \_\_\_\_\_ day of \_\_\_\_\_,

City of Pensacola

*(Name of Sponsor)*

\_\_\_\_\_  
*(Signature of Sponsor's Authorized Official)*

**By:**

\_\_\_\_\_  
*(Typed Name of Sponsor's Authorized Official)*

**Title:**

\_\_\_\_\_  
*(Title of Sponsor's Authorized Official)*

**CERTIFICATE OF SPONSOR'S ATTORNEY**

I, \_\_\_\_\_, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of \_\_\_\_\_. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at \_\_\_\_\_ (location) this \_\_\_\_\_ day of \_\_\_\_\_,

**By:**

\_\_\_\_\_  
*(Signature of Sponsor's Attorney)*

\_\_\_\_\_

<sup>1</sup>Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 19-00370

City Council

8/8/2019

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Grover C. Robinson, IV, Mayor

**SUBJECT:**

TRANSFER OF SURPLUS VEHICLES - USMC RACING

**RECOMMENDATION:**

That City Council declare two (2) City Police Vehicles (Unit Number S03508 - 2008 and Unit Number S32507 - 2007, Ford Crown Victoria marked patrol vehicles) surplus and authorize the transfer of these vehicles to USMC Racing.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Pursuant to the Code of the City of Pensacola Title II, Sec 2-3-2, "Disposal of surplus tangible personal property", the Pensacola Police Department has determined that the following two police equipped vehicles (2007 & 2008 Ford Crown Victoria marked unit patrol vehicles: S32507 and S03508) have no substantial value to the Police Department or the City.

The above listed vehicles are unsuitable and no longer of use to the Police Department, due to their high mileage, age, condition and unreliability. Because these vehicles are equipped with standard police equipment, they are not suitable for use by another city department and have no substantial value to the Police Department or the City. To render the vehicles suitable for use, other than law enforcement related, the Police Department would have to expend money to remove the police markings and the aged police equipment located in and on the vehicles.

USMC Racing is a 501(c)(3) non-profit organization which provides functional therapy to veterans, active military members and first responders who suffer from service related PTSD and Traumatic Brain Injuries. They use retired vehicles, such as our patrol cars, as race cars to provide functional therapy to those in need all over the southeastern United States. This provides an opportunity for those who are suffering to be around those who think alike and experience counseling, in a non-traditional setting, to help them on their road to recovery. The donation of these vehicles would greatly benefit this organization, as well as the Pensacola Police Department and the City of Pensacola, by affording a greater opportunity to provide therapy to members of our community.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

7/23/2019

**STAFF CONTACT:**

Christopher L. Holley, City Administrator  
Tommi S. Lyter, Chief of Police

**ATTACHMENTS:**

None

**PRESENTATION:** No





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 19-00380

City Council

8/8/2019

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Grover C. Robinson, IV, Mayor

**SUBJECT:**

MAYORAL APPOINTMENT TO THE DOWNTOWN IMPROVEMENT BOARD (DIB)

**RECOMMENDATION:**

That City Council affirm the Mayor's appointment of Patti Sonnen to the Downtown Improvement Board (DIB) to fill the unexpired term of Teri Levin, expiring June 30, 2020.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

The Downtown Improvement Board (DIB) is a quasi-governmental, not-for-profit agency created in 1972 for the purpose of physically, economically and socially revitalizing downtown Pensacola. The DIB coordinates the marketing and promotion of the 44-block central business core of downtown Pensacola.

The DIB was created by a Special Act of the Florida Legislature Section 72.662 and is to be composed of five (5) members appointed by the Mayor and confirmed by the City Council. Members must be owners of realty within the downtown area, subject to ad valorem taxation, or a lessee thereof required by lease to pay taxes. No voting member may be a City or County Officer or employee.

On June 27, 2019, Ms. Teri Levin submitted her resignation from the DIB with an effective date of July 1, 2019. According to DIB bylaws, Article II, Section 2. Vacancy, it states in part, "...vacancy in office, which shall be filled in the manner hereinabove provided within thirty (30) days of its occurrence for the remainder of the unexpired term, shall occur whenever a member is removed from office, becomes disqualified or is otherwise unable to serve or resigns..."

Article II, Section I (1) - Board Composition, Term and Appointments, states in part, "...The Board shall be composed of five (5) members appointed by the Mayor of Pensacola with the concurrence of the Pensacola City Council for three (3) year staggered terms."

**PRIOR ACTION:**

June 13, 2019 - Council affirmed appointment of three members.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

7/26/2019

**STAFF CONTACT:**

Christopher L. Holley, City Administrator  
Keith Wilkins, Assistant City Administrator

**ATTACHMENTS:**

- 1) Application of Interest - Patti Sonnen
- 2) Brief Biography - Patti Sonnen
- 3) Letter of Resignation from Teri Levin dated 6/27/19

**PRESENTATION:** No

## Robyn Tice

---

**From:** noreply@civicplus.com  
**Sent:** Wednesday, July 10, 2019 3:35 PM  
**To:** Ericka Burnett; Robyn Tice  
**Subject:** Online Form Submittal: Application for Boards, Authorities, and Commissions - Mayoral Appointment

### Application for Boards, Authorities, and Commissions - Mayoral Appointment

*This application will be utilized in considering you for appointment by the Mayor to various boards and advisory committees. Pursuant to Florida Statutes, Chapter 119, all information provided on or with this form becomes a public record and is subject to disclosure, unless otherwise exempted by law.*

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

*If you have any questions, contact the City Clerk's Office.*

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(Section Break)

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#### Personal Information

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Name Patti Sonnen

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Home Address 3535 Hillside Ave Gulf Breeze, FL 32563

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Business Address 321 S Palafox St Pensacola, FL 32502

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To which address do you prefer we send correspondence regarding this application? *Field not completed.*

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Preferred Contact Phone Number(s) 8505297546

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Email Address [psonnen@gmail.com](mailto:psonnen@gmail.com)

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Upload Resume (optional) *Field not completed.*

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(Section Break)

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#### Details

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|  |  |
|--|--|
| Are you a City resident?   | No   |
| If yes, which district?  | <i>Field not completed.</i>  |
| If yes, how long have you been a City resident?                                      | <i>Field not completed.</i>  |
| Do you own property within the City limits?  | Yes  |
| Are you a registered voter in the city?  | No   |
| Board(s) of interest:  | DIB  |
| Please list the reasons for your interest in this position:                          | To have some constructive input in all the DIB daily functions and projects, also love the downtown area and would really enjoy improving and maintain it. |
| Do you currently serve on a board?   | No   |
| If yes, which board(s)?  | <i>Field not completed.</i>  |
| Do you currently hold a public office?   | No   |
| If so, what office?  | <i>Field not completed.</i>  |
| Would you be willing to resign your current office for the appointment you now seek? | N/A  |

(Section Break)

**Diversity**

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

|                     |           |
|---------------------|-----------|
| Gender              | Female    |
| Race                | Caucasian |
| Physically Disabled | No        |

(Section Break)

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

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

## **Patti Sonnen**

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3535 Hillside Ave, Gulf Breeze, Florida 32563 850-529-7546 psonnen@gmail.com

Patti Sonnen is the owner of bars and restaurant in the City of Pensacola. She has owned businesses and properties in the City of Pensacola for 16 years. She is very active in the community. Patti is an avid triathlete and runner. She is very proud of her Ironman accomplishments. She is currently training for Chicago Marathon.

June 27 , 2019

DIB Board  
DIB Director , Lissa Dees  
Mayor Grover Robinson

Please accept this letter of resignation of my position on the Downtown Improvement Board member effective as of July 1, 2019.

It has been my honor to serve on the DIB Board as an appointee of former Mayor Ashton Hayward since 2011.

My commitment to improve downtown Pensacola has been rewarding on a community level. I strived to uphold the mission of the Downtown Improvement Board, which is to promote and enhance downtown Pensacola's vibrant, growing culture for businesses, residents, and visitors. Safety and beautification have been priorities .

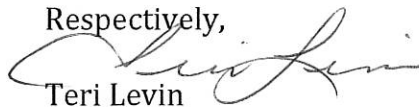
After traveling to other cities in the United States , I always feel an overwhelming sense of pride and appreciation for our great city when I return to my historical residence in the heart of downtown Pensacola.

My passion and loyalty to our downtown city of Pensacola have been and will remain unwavering. I believe the current DIB Board has helped downtown become great.

It has been a pleasure to serve with my fellow DIB Board Members, and Director Lissa Dees.

I know that the new DIB Board will carry the torch, and continue to make our Downtown Pensacola a safe, vibrant and beautiful place to live, work and play.

Respectively,

  
Teri Levin



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

File #: 19-00355

City Council

8/8/2019

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Grover C. Robinson, IV, Mayor

**SUBJECT:**

PUBLIC HEARING FOR THE ANNUAL ASSESSMENT RESOLUTION IMPOSING STORMWATER SERVICE ASSESSMENTS AND APPROVAL OF 2019 STORMWATER ASSESSMENT ROLL

**RECOMMENDATION:**

That City Council conduct a public hearing on August 8, 2019 to adopt the final assessment resolution imposing stormwater service assessments and approving the 2019 Stormwater Assessment Roll.

**HEARING REQUIRED:** Public

**SUMMARY:**

The City of Pensacola created a stormwater utility fee in 2001 to provide a dedicated funding source for stormwater management costs. To continue to receive stormwater assessment revenue, it is necessary that the City Council conduct a public hearing on August 8, 2019 to adopt the annual assessment resolution imposing stormwater service assessments and to approve the 2019 Stormwater Assessment Roll.

Since its inception, the stormwater utility fee has generated over \$37 million in revenue designated exclusively for stormwater management. A billing rate of \$72.24 per equivalent stormwater unit (ESU) billing unit is proposed for 2019, the same rate as 2018.

A summary of the residential and commercial charges is provided below:

2019 Rate Structure:

Residential:

| <u>Building Sq. Ft.</u> | <u>2019 Rate</u>                 |
|-------------------------|----------------------------------|
| Small 100-1,100         | \$31.79                          |
| Small-Med 1,100-1,600   | \$49.12                          |
| Medium 1,601-2,500      | \$72.24                          |
| Large 2,501-5,600       | \$110.53                         |
| Very Large 5,601+       | Treated as a Commercial Property |



Commercial:

A rate of \$72.24 per 2,998 square feet of impervious area (building footprint, paved parking, etc.) minus appropriate mitigation credit, typically 32%, provided for on-site stormwater retention.

**PRIOR ACTION:**

None

**FUNDING:**

Budget: \$2,735,000

Actual: \$2,735,000

**FINANCIAL IMPACT:**

The 2019 stormwater assessment program will generate an estimated \$2,735,000 in revenue for FY 2020 stormwater management and improvement projects.

**CITY ATTORNEY REVIEW: Yes**

7/23/2019

**STAFF CONTACT:**

Christopher L. Holley, City Administrator  
Richard Barker, Jr., Chief Financial Officer  
George J. Maiberger, Purchasing Manager

**ATTACHMENTS:**

- 1) Stormwater Assessment Resolution No. 2019-42

**RESOLUTION NO. 2019-42**

**A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES PROVIDED BY THE CITY'S STORMWATER UTILITY; REIMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST DEVELOPED PROPERTY LOCATED WITHIN THE STORMWATER SERVICE AREA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of Pensacola, Florida, has enacted Ordinance No. 52-00 (the "Ordinance"), which authorizes the imposition of Stormwater Service Assessments against real property specially benefited by the City's Stormwater Management Services;

**WHEREAS**, the reimposition of a Stormwater Service Assessment is an equitable and efficient method of allocating and apportioning the cost of the City's Stormwater Management Service among parcels of property that are specially benefited thereby;

**WHEREAS**, the City Council desires to reimpose a stormwater service assessment program using the tax bill collection method for the Fiscal Year beginning on October 1, 2019;

**WHEREAS**, in order to reimpose Stormwater Service Assessments for the Fiscal Year beginning October 1, 2019, the Ordinance requires the City Council to adopt an Annual Stormwater Service Assessment Resolution during its budget

adoption process for each Fiscal Year, which establishes the rate of assessment and approves the updated Stormwater Assessment Roll for the upcoming Fiscal Year, with such amendments as the City Council deems appropriate, after hearing comments and objections of all interested parties;

**WHEREAS**, the updated Stormwater Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance;

**WHEREAS**, notice of a public hearing has been published and mailed as required by the terms of the Ordinance, which provides notice to all interested persons of an opportunity to be heard; an affidavit regarding the form of notice mailed being attached hereto as Appendix B and the proof of publication being attached hereto as Appendix A; and

**WHEREAS**, a public hearing has been duly held on August 8, 2019 and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF PENSACOLA, FLORIDA, AS FOLLOWS:**

**SECTION 1. AUTHORITY.** This resolution is adopted pursuant to the Ordinance, the Amended and Restated Initial Assessment Resolution (Resolution No. 18-10), the Amended and Restated Final Assessment Resolution (Resolution No. 36-10), sections 166.021 and 166.041, Florida Statutes, the Charter of the City of Pensacola, Florida, and other applicable provisions of law.

**SECTION 2. DEFINITIONS.**

(A) This resolution is the Annual Stormwater Assessment Resolution for the imposition of Stormwater Service Assessments.

(B) All capitalized terms in this resolution shall have the meanings defined in the Ordinance, the Amended and Restated Initial Stormwater Service Assessment Resolution, and the Amended and Restated Final Stormwater Service Assessment Resolution.

**SECTION 3. APPROVAL OF STORMWATER ASSESSMENT ROLL.**

(A) The updated Stormwater Assessment Roll, which is currently on file in the office of the City Clerk and incorporated herein by reference, is hereby approved.

(B) Even though they may not be described in the Stormwater Assessment Roll due to the provisions of Chapter 2019-12, Laws of Florida, the approved Stormwater Assessment Roll includes all parcels of Assessed Property with exempt “home addresses” pursuant to Section 119.071(4)(d), Florida Statutes.

**SECTION 4. REIMPOSITION OF STORMWATER SERVICE ASSESSMENTS.**

(A) It is hereby ascertained, determined, and declared that each parcel of Assessed Property within the Stormwater Service Area will be specially benefited by the City's Stormwater Management Services in an amount not less than the Stormwater Service Assessment for such Tax Parcel, computed in the manner set

forth in the Amended and Restated Initial Assessment Resolution, and set forth in the updated Stormwater Assessment Roll.

(B) Adoption of this Annual Stormwater Service Assessment Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Ordinance and the Amended and Restated Initial Assessment Resolution from the Stormwater Management Services to be provided and a legislative determination that the Stormwater Service Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Amended and Restated Initial Assessment Resolution.

(C) The method for computing and apportioning the Stormwater Service Assessments described in the Amended and Restated Initial Assessment Resolution is hereby approved.

(D) For the Fiscal Year beginning October 1, 2019, the estimated Stormwater Service Cost of \$2,838,800.00 shall be allocated among all parcels of Assessed Property, based upon each parcel's number of Net ESUs. An annual rate of assessment equal to \$72.24 per Net ESU is hereby imposed for each Tax Parcel of Developed Property. Stormwater Service Assessments for Stormwater Management Services in the amounts set forth in the updated Stormwater Assessment Roll, as herein approved, are hereby levied and imposed on all Tax Parcels of Assessed Property described in the Stormwater Assessment Roll for the

Fiscal Year beginning October 1, 2019. Additionally, even though they may not be described in the Assessment Roll due to the provisions of Chapter 2019-12, Laws of Florida, Stormwater Service Assessments are hereby levied and reimposed on all parcels of Assessed Property with exempt “home addresses” pursuant to Section 119.071(4)(d), Florida Statutes.

(E) The Stormwater Service Assessments shall constitute a lien upon the Tax Parcels so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien for the Stormwater Service Assessments shall be deemed perfected upon adoption by the City Council of this Annual Rate Resolution and shall attach to the property included on the Stormwater Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

(F) As authorized in the Ordinance, interim Stormwater Service Assessments are also levied and imposed against all property for which a Certificate of Occupancy is issued after adoption of this Annual Stormwater Service Assessment Resolution based upon the rates of assessment approved herein.

**SECTION 5. COLLECTION OF STORMWATER SERVICE ASSESSMENTS.**

(A) The Stormwater Service Assessments shall be collected from all Assessed Property, except Government Property, pursuant to the Uniform

Assessment Collection Act. The Stormwater Utility Director is hereby authorized and directed to certify and deliver or cause the certification and delivery of the Stormwater Service Assessment Roll to the Tax Collector by September 15, in the manner prescribed by section 197.3632, Florida Statutes. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

(B) The Stormwater Service Assessments shall be collected from all Government Property in accordance with Section 4.04 of the Ordinance. The Council hereby directs the Stormwater Utility Director to mail said bills no later than November 1, 2019.

**SECTION 6. EFFECT OF ADOPTION OF RESOLUTION.** The adoption of this Annual Stormwater Assessment Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the apportionment methodology, the rate of assessment, the adoption of the Stormwater Assessment Roll and the levy and lien of the Stormwater Service Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Annual Stormwater Assessment Resolution.

**SECTION 7. EFFECTIVE DATE.** This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

**DULY ADOPTED** this 8th day of August, 2019.

**CITY OF PENSACOLA, FLORIDA**

---

Andy Terhaar  
President of the City Council

ATTEST:

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Ericka Burnett  
City Clerk



**APPENDIX A**

**PROOF OF PUBLICATION**

**APPENDIX B**

**AFFIDAVIT OF MAILING**

## **AFFIDAVIT OF MAILING**

BEFORE ME, the undersigned authority, personally appeared Grover C. Robinson, IV, and Tammy Peters, who, after being duly sworn, depose and say:

1. Grover C. Robinson, IV, as Mayor of the City of Pensacola, Florida ("City"), pursuant to the authority and direction received from the City Council, timely directed the preparation of the Assessment Roll and the preparation, mailing, and publication of notices in accordance with the Stormwater Utility Ordinance adopted by the City Council on November 16, 2000 (the "Ordinance").

2. Tammy Peters, is Office Manager for Government Services Group, Inc. ("GSG"). GSG has caused the notices required by the Ordinance to be prepared in conformance with the Amended and Restated Initial Assessment Resolution. An exemplary form of such notice is attached hereto. GSG has caused such individual notices for each affected property owner to be prepared and each notice included the following information: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the City expects to collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the

local governing board within 20 days of the notice; and the date, time, and place of the hearing.

3. On or before July 18, 2019, GSG caused the mailing of the above-referenced notices in accordance with the Ordinance and the Amended and Restated Initial Assessment Resolution by First Class Mail to each affected owner, at the addresses then shown on the real property assessment tax roll database maintained by the Escambia County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

FURTHER AFFIANTS SAYETH NOT.

\_\_\_\_\_  
Grover C. Robinson, IV, affiant

\_\_\_\_\_  
Tammy Peters, affiant

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing Affidavit of Mailing was sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by Grover C. Robinson, IV, Mayor, City of Pensacola, Florida. He is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public, State of Florida  
At Large  
My Commission Expires: \_\_\_\_\_

Commission No.: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing Affidavit of Mailing was sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by Tammy Peters, Office Manager, Government Services Group, Inc., a Florida corporation. She is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public, State of Florida  
At Large  
My Commission Expires: \_\_\_\_\_  
Commission No. \_\_\_\_\_

**APPENDIX C**

**FORM OF CERTIFICATE TO  
NON-AD VALOREM ASSESSMENT ROLL**

**CERTIFICATE  
TO  
NON-AD VALOREM ASSESSMENT ROLL**

I HEREBY CERTIFY that, I am the Mayor of the City of Pensacola, Florida (the "City"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for stormwater management services (the "Non-Ad Valorem Assessment Roll") for the City is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Escambia County Tax Collector by September 15, 2019.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Escambia County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF PENSACOLA, FLORIDA

By: \_\_\_\_\_  
Grover C. Robinson, IV  
Mayor

[to be delivered to Tax Collector prior to September 15]

CITY PURCHASING/LEGAL ADS  
 222 W MAIN ST

PENSACOLA, FL 32502

Published Daily-Pensacola, Escambia County, FL

**PROOF OF PUBLICATION**

State of Florida  
 County of Escambia:

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

**NOTICE OF HEARING TO IMPO**

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

07/18/19

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 18th of July 2019, by legal clerk who is personally known to me

*Mitch DeLu*  
 \_\_\_\_\_  
 Affiant

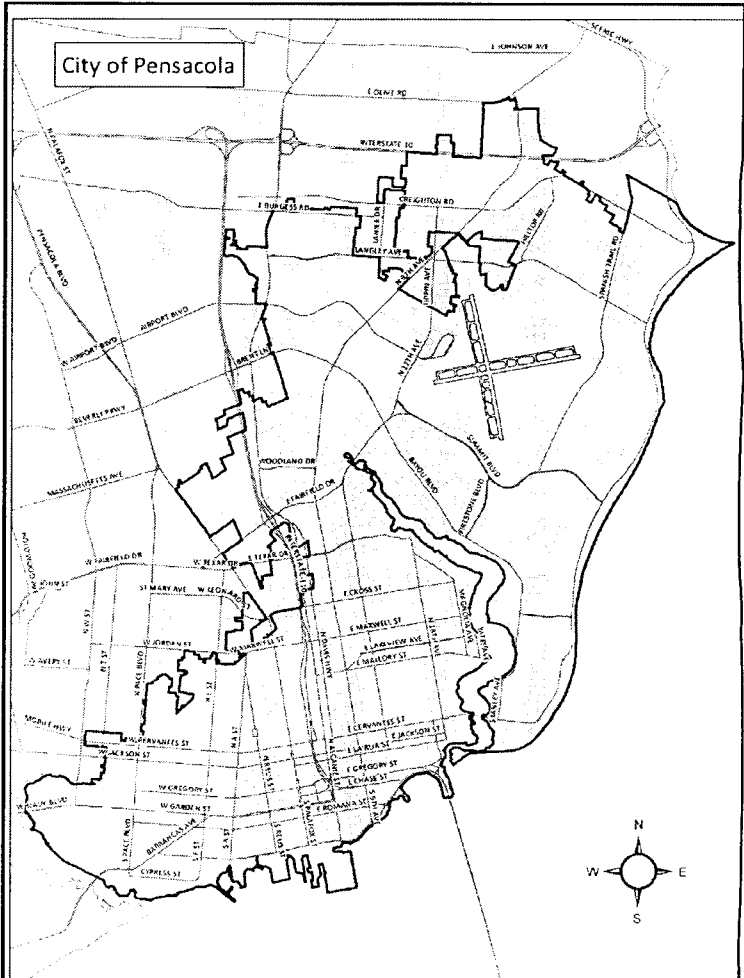
*Nancy Heyrman*  
 \_\_\_\_\_  
 Notary Public State of Wisconsin, County of Brown

5.15.23

My commission expires

NANCY HEYRMAN  
 Notary Public  
 State of Wisconsin

Publication Cost: \$483.78  
 Ad No: 0003643954  
 Customer No: PNJ-26626600



**NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF NON-AD VALOREM ASSESSMENTS**

Notice is hereby given that the City Council of the City of Pensacola, Florida, will conduct a public hearing to consider reimposing Stormwater Service Assessments in the area receiving Stormwater Management Service from the City, as shown above, for the fiscal year beginning October 1, 2019 and future fiscal years. The hearing will be held at 5:30 p.m. on Thursday, August 8, 2019 in the City Council Chambers in City Hall, 222 West Main Street, Pensacola, Florida. 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 (850) 435-1606 (or TDD 435-1666) for further information. The request must be made at least 48 hours in advance of the event in order to allow the City time to provide requested services. All affected property owners have a right to appear at the hearing and to file written objections with the City Council. All written objections to the non-ad valorem assessments must be filed with the City Council of Pensacola within twenty (20) days of this notice. Please include your name, parcel number, and the reason you object to the assessment on all written objections. Address all written objections as follows: The Purchasing Office; Objections to Non-ad Valorem Assessment; Post Office Box 12910, Pensacola, Florida 32521. Any person wishing to appeal any decision of the City Council with respect to any matter considered will need a record of the proceedings and may wish to ensure that a verbatim record of the proceedings is made.

The Stormwater Service Assessments have been imposed to fund the City's cost to provide Stormwater Management Service in the area shown above. The Stormwater Service Assessments are based upon the estimated amount of stormwater runoff generated by impervious surface on the property. Impervious surfaces include the roof top, patios, driveways, parking lots and similar areas. The City has determined that the median single-family residence in the Stormwater Service Area includes 2,998 square feet of impervious surface, which is defined as the "equivalent stormwater unit value" or "ESU Value."



The annual Stormwater Service Assessment rate for the upcoming Fiscal Year will be \$72.24 for each Net ESU.

Generally, the number of ESUs were calculated individually for each parcel of property by dividing the impervious surface area by 2,998 square feet. Credit for privately maintained Stormwater management facilities and other factors affecting the quantity or quality of Stormwater runoff has also been applied, resulting in an assignment of Net ESUs. A more specific description is set forth in the Amended and Restated Initial Stormwater Assessment Resolution adopted by the City Council on July 22, 2010. Copies of the Stormwater Services Assessment Ordinance (Ordinance No. 52-00), Amended and Restated Initial Assessment Resolution (Resolution No. 18-10), Amended and Restated Final Assessment Resolution (Resolution No. 36-10), and the preliminary assessment roll are available for inspection at the Office of the City Clerk, 222 West Main Street, 7th Floor, Pensacola, Florida.

The Stormwater Service Assessment, except for those imposed on government property, will be collected on the annual property ad valorem tax bill that is mailed in November by the Escambia County Tax Collector. Failure to pay the Stormwater Service Assessment will cause a tax certificate to be issued against the assessed property which may result in a loss of title.

If you have any questions, please contact Customer Service at (850) 435-1800.

THE CITY OF PENSACOLA, FLORIDA

Legal No.3643954 July 18, 2019

## AFFIDAVIT OF MAILING

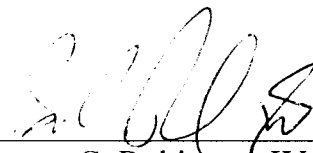
BEFORE ME, the undersigned authority, personally appeared Grover C. Robinson, IV, and Tammy Peters, who, after being duly sworn, depose and say:

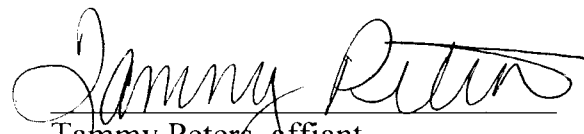
1. Grover C. Robinson, IV, as Mayor of the City of Pensacola, Florida ("City"), pursuant to the authority and direction received from the City Council, timely directed the preparation of the Assessment Roll and the preparation, mailing, and publication of notices in accordance with the Stormwater Utility Ordinance adopted by the City Council on November 16, 2000 (the "Ordinance").

2. Tammy Peters, is Office Manager for Government Services Group, Inc. ("GSG"). GSG has caused the notices required by the Ordinance to be prepared in conformance with the Amended and Restated Initial Assessment Resolution. An exemplary form of such notice is attached hereto. GSG has caused such individual notices for each affected property owner to be prepared and each notice included the following information: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the City expects to collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice; and the date, time, and place of the hearing.

3. On or before July 18, 2019, GSG caused the mailing of the above-referenced notices in accordance with the Ordinance and the Amended and Restated Initial Assessment Resolution by First Class Mail to each affected owner, at the addresses then shown on the real property assessment tax roll database maintained by the Escambia County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

FURTHER AFFIANTS SAYETH NOT.

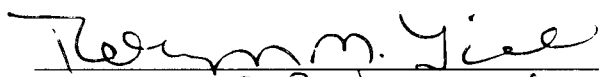
  
\_\_\_\_\_  
Grover C. Robinson, IV, affiant

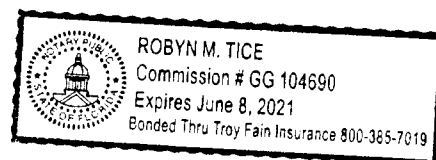
  
\_\_\_\_\_  
Tammy Peters, affiant

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

<sup>25</sup> The foregoing Affidavit of Mailing was sworn to and subscribed before me this 25 day of JULY, 2019 by Grover C. Robinson, IV, Mayor, City of Pensacola, Florida. He is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

not

  
\_\_\_\_\_  
Printed Name: ROBYN M. TICE  
Notary Public, State of Florida  
At Large  
My Commission Expires: \_\_\_\_\_  
Commission No.: \_\_\_\_\_



STATE OF FLORIDA  
COUNTY OF LEON

The foregoing Affidavit of Mailing was sworn to and subscribed before me this 23<sup>rd</sup> day of July, 2019 by Tammy Peters, Office Manager, Government Services Group, Inc., a Florida corporation. She is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

Sarah Ion Blalock

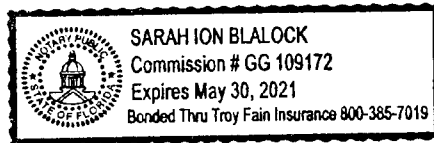
Printed Name: Sarah Ion Blalock

Notary Public, State of Florida

At Large

My Commission Expires: 5/30/2021

Commission No. GG 109172



City of Pensacola  
P.O. Box 12910  
Pensacola, FL 32521-0001

CITY OF PENSACOLA, FLORIDA

NOTICE OF PUBLIC HEARING FOR ADOPTION OF  
STORMWATER SERVICE ASSESSMENT

NOTICE DATE: JULY 18, 2019

NORTHWEST FLORIDA COMMUNITY HOUSING DEVELOPMENT CO  
300 W LEONARD ST  
PENSACOLA FL 32501

Tax Parcel #: 05-2S-30-7004-000-002  
Sequence #: PSW-000025  
Legal: LT 2 GLADES S/D PB 19 P 77 OR  
7804 P 1166

\*\*\*\*\* NOTICE TO PROPERTY OWNER \*\*\*\*\*

Dear City of Pensacola Property Owner:

The past decades have brought increased awareness of the detrimental environmental impacts associated with stormwater runoff from developed property including degradation of surface waters, land erosion, flooding and collection of standing water on streets and property. In 2001, in response to public demand and increased federal regulations, the City initiated efforts to improve stormwater management services and provide a dedicated funding source for these services by creating a stormwater assessment program to generate revenues. The original stormwater assessments were imposed and collected on the November 2001 tax bill and subsequent years. The City updated the stormwater assessment program in 2010.

If you are receiving this letter, your property falls within the area receiving stormwater management services from the City. Stormwater service assessments are based upon the estimated amount of stormwater runoff generated by impervious surface on your property. Impervious surfaces include the rooftop, patios, driveways, parking lots and similar areas. The City has determined that the median single-family residence in the Stormwater Service Area includes 2,998 square feet of impervious surface, which is the value of one "equivalent stormwater unit" or "ESU Value." Single-family residential properties are categorized into one of five ESU tiers based on the estimated amount of impervious area associated with each parcel (computed by using the building footprint of the residence). Condominium and townhouse residential units are charged generally by calculating the total number of ESUs applicable to the condominium or townhouse complex as a whole, then dividing that total number of ESUs by the total number of condominium residential units on the property. For general parcels, such as commercial parcels, the number of ESUs has been calculated individually for each parcel of property by dividing the impervious surface area by 2,998 square feet. Credit for privately maintained stormwater management facilities and other factors affecting the quantity or quality of stormwater runoff has also been calculated, if applicable, resulting in the assignment of Net ESUs. The annual Stormwater Service Assessment rate for Fiscal Year 2019-20 will be \$72.24 for each Net ESU. The maximum Stormwater Service Assessment rate that can be imposed without further mailed notice for future fiscal years is \$72.24 for each Net ESU. It is estimated that the City will collect \$2,838,800 from the Stormwater Service Assessments for Fiscal Year 2019-20.

The above referenced parcel has been assigned the following Net ESUs and assessment amounts:

Number of Net Equivalent Stormwater Units (ESUs): 1.53

The FY 2019-20 annual stormwater assessment for the above parcel is: \$110.53

The maximum annual stormwater assessment that can be imposed without further notice for future fiscal years is \$110.53.

The City Council will hold a public hearing at 5:30 p.m. on August 8, 2019, in the City Council Chambers located at City Hall, 222 West Main Street, Pensacola, Florida. Comments will be received on the proposed Stormwater Service Assessments, including their collection on the ad valorem tax bill. You are invited to attend and participate in the hearing. You may also file written objections with the City Council within twenty (20) days of the date of this notice. Please include your name, parcel number, and the reason you object to the assessment on all written objections. Objections should be forwarded as follows: Mayor; Objections to Non ad Valorem Assessments; P.O. Box 12910, Pensacola, Florida 32521. If you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, if you need a special accommodation or an interpreter to participate in this proceeding, please contact the City Clerk at (850) 435-1606 at least 48 hours prior to the date of the hearing.

Because the Stormwater Service Assessment will be collected by the Tax Collector of Escambia County, pursuant to Chapter 197, Florida Statutes, failure to pay the Stormwater Service Assessment will cause a tax certificate to be issued against the assessed property, which may result in a loss of title to your property.

If you have any questions regarding the number of Net ESUs assigned to your property or the amount of the Stormwater Service Assessment, please contact Customer Service by telephone at (850) 435-1800.

\*\*\*\*\* THIS IS NOT A BILL \*\*\*\*\*



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

File #: 2019-42

City Council

8/8/2019

### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Grover C. Robinson, IV, Mayor

**SUBJECT:**

RESOLUTION NO. 2019-42 - IMPOSING STORMWATER SERVICE ASSESSMENTS AND APPROVAL OF 2019 STORMWATER ASSESSMENT ROLL

**RECOMMENDATION:**

That City Council adopt Resolution No. 2019-42.

A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES PROVIDED BY THE CITY'S STORMWATER UTILITY; REIMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST DEVELOPED PROPERTY LOCATED WITHIN THE STORMWATER SERVICE AREA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** Public

**SUMMARY:**

The City of Pensacola created a stormwater utility fee in 2001 to provide a dedicated funding source for stormwater management costs. To continue to receive stormwater assessment revenue, it is necessary that the City Council conduct an annual public hearing on August 8, 2019 to adopt the annual assessment resolution imposing stormwater service assessments and to approve the 2019 Stormwater Assessment Roll.

Since its inception, the stormwater utility fee has generated over \$37 million in revenue designated exclusively for stormwater management. A billing rate of \$72.24 per equivalent stormwater unit (ESU) billing unit is proposed for 2019, the same rate as 2018.

A summary of the residential and commercial charges is provided below:

2019 Rate Structure:

Residential:

| <u>Building Sq. Ft.</u> | <u>2019 Rate</u>                 |
|-------------------------|----------------------------------|
| Small 100-1,100         | \$31.79                          |
| Small-Med 1,100-1,600   | \$49.12                          |
| Medium 1,601-2,500      | \$72.24                          |
| Large 2,501-5,600       | \$110.53                         |
| Very Large 5,601+       | Treated as a Commercial Property |

Commercial:

A rate of \$72.24 per 2,998 square feet of impervious area (building footprint, paved parking, etc.) minus appropriate mitigation credit, typically 32%, provided for on-site stormwater retention.

**PRIOR ACTION:**

None

**FUNDING:**

Budget: \$2,735,000

Actual: \$2,735,000

**FINANCIAL IMPACT:**

The 2019 stormwater assessment program will generate an estimated \$2,735,000 in revenue for FY 2020 stormwater management and improvement projects.

**CITY ATTORNEY REVIEW: Yes**

7/23/2019

**STAFF CONTACT:**

Christopher L. Holley, City Administrator  
Richard Barker, Jr., Chief Financial Officer  
George J. Maiberger, Purchasing Manager

**ATTACHMENTS:**

- 1) Stormwater Assessment Resolution No. 2019-42

**RESOLUTION NO. 2019-42**

**A RESOLUTION OF THE CITY OF PENSACOLA, FLORIDA, RELATING TO THE PROVISION OF STORMWATER MANAGEMENT SERVICES PROVIDED BY THE CITY'S STORMWATER UTILITY; REIMPOSING STORMWATER SERVICE ASSESSMENTS AGAINST DEVELOPED PROPERTY LOCATED WITHIN THE STORMWATER SERVICE AREA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019; APPROVING THE RATE OF ASSESSMENT; APPROVING THE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of Pensacola, Florida, has enacted Ordinance No. 52-00 (the "Ordinance"), which authorizes the imposition of Stormwater Service Assessments against real property specially benefited by the City's Stormwater Management Services;

**WHEREAS**, the reimposition of a Stormwater Service Assessment is an equitable and efficient method of allocating and apportioning the cost of the City's Stormwater Management Service among parcels of property that are specially benefited thereby;

**WHEREAS**, the City Council desires to reimpose a stormwater service assessment program using the tax bill collection method for the Fiscal Year beginning on October 1, 2019;

**WHEREAS**, in order to reimpose Stormwater Service Assessments for the Fiscal Year beginning October 1, 2019, the Ordinance requires the City Council to adopt an Annual Stormwater Service Assessment Resolution during its budget



adoption process for each Fiscal Year, which establishes the rate of assessment and approves the updated Stormwater Assessment Roll for the upcoming Fiscal Year, with such amendments as the City Council deems appropriate, after hearing comments and objections of all interested parties;

**WHEREAS**, the updated Stormwater Assessment Roll has heretofore been made available for inspection by the public, as required by the Ordinance;

**WHEREAS**, notice of a public hearing has been published and mailed as required by the terms of the Ordinance, which provides notice to all interested persons of an opportunity to be heard; an affidavit regarding the form of notice mailed being attached hereto as Appendix B and the proof of publication being attached hereto as Appendix A; and

**WHEREAS**, a public hearing has been duly held on August 8, 2019 and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF PENSACOLA, FLORIDA, AS FOLLOWS:**

**SECTION 1. AUTHORITY.** This resolution is adopted pursuant to the Ordinance, the Amended and Restated Initial Assessment Resolution (Resolution No. 18-10), the Amended and Restated Final Assessment Resolution (Resolution No. 36-10), sections 166.021 and 166.041, Florida Statutes, the Charter of the City of Pensacola, Florida, and other applicable provisions of law.

**SECTION 2. DEFINITIONS.**

(A) This resolution is the Annual Stormwater Assessment Resolution for the imposition of Stormwater Service Assessments.

(B) All capitalized terms in this resolution shall have the meanings defined in the Ordinance, the Amended and Restated Initial Stormwater Service Assessment Resolution, and the Amended and Restated Final Stormwater Service Assessment Resolution.

**SECTION 3. APPROVAL OF STORMWATER ASSESSMENT ROLL.**

(A) The updated Stormwater Assessment Roll, which is currently on file in the office of the City Clerk and incorporated herein by reference, is hereby approved.

(B) Even though they may not be described in the Stormwater Assessment Roll due to the provisions of Chapter 2019-12, Laws of Florida, the approved Stormwater Assessment Roll includes all parcels of Assessed Property with exempt “home addresses” pursuant to Section 119.071(4)(d), Florida Statutes.

**SECTION 4. REIMPOSITION OF STORMWATER SERVICE ASSESSMENTS.**

(A) It is hereby ascertained, determined, and declared that each parcel of Assessed Property within the Stormwater Service Area will be specially benefited by the City's Stormwater Management Services in an amount not less than the Stormwater Service Assessment for such Tax Parcel, computed in the manner set

forth in the Amended and Restated Initial Assessment Resolution, and set forth in the updated Stormwater Assessment Roll.

(B) Adoption of this Annual Stormwater Service Assessment Resolution constitutes a legislative determination that all parcels assessed derive a special benefit in a manner consistent with the legislative declarations, determinations and findings as set forth in the Ordinance and the Amended and Restated Initial Assessment Resolution from the Stormwater Management Services to be provided and a legislative determination that the Stormwater Service Assessments are fairly and reasonably apportioned among the properties that receive the special benefit as set forth in the Amended and Restated Initial Assessment Resolution.

(C) The method for computing and apportioning the Stormwater Service Assessments described in the Amended and Restated Initial Assessment Resolution is hereby approved.

(D) For the Fiscal Year beginning October 1, 2019, the estimated Stormwater Service Cost of \$2,838,800.00 shall be allocated among all parcels of Assessed Property, based upon each parcel's number of Net ESUs. An annual rate of assessment equal to \$72.24 per Net ESU is hereby imposed for each Tax Parcel of Developed Property. Stormwater Service Assessments for Stormwater Management Services in the amounts set forth in the updated Stormwater Assessment Roll, as herein approved, are hereby levied and imposed on all Tax Parcels of Assessed Property described in the Stormwater Assessment Roll for the

Fiscal Year beginning October 1, 2019. Additionally, even though they may not be described in the Assessment Roll due to the provisions of Chapter 2019-12, Laws of Florida, Stormwater Service Assessments are hereby levied and reimposed on all parcels of Assessed Property with exempt “home addresses” pursuant to Section 119.071(4)(d), Florida Statutes.

(E) The Stormwater Service Assessments shall constitute a lien upon the Tax Parcels so assessed equal in rank and dignity with the liens of all state, county, district or municipal taxes and non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien for the Stormwater Service Assessments shall be deemed perfected upon adoption by the City Council of this Annual Rate Resolution and shall attach to the property included on the Stormwater Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

(F) As authorized in the Ordinance, interim Stormwater Service Assessments are also levied and imposed against all property for which a Certificate of Occupancy is issued after adoption of this Annual Stormwater Service Assessment Resolution based upon the rates of assessment approved herein.

**SECTION 5. COLLECTION OF STORMWATER SERVICE ASSESSMENTS.**

(A) The Stormwater Service Assessments shall be collected from all Assessed Property, except Government Property, pursuant to the Uniform

Assessment Collection Act. The Stormwater Utility Director is hereby authorized and directed to certify and deliver or cause the certification and delivery of the Stormwater Service Assessment Roll to the Tax Collector by September 15, in the manner prescribed by section 197.3632, Florida Statutes. The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

(B) The Stormwater Service Assessments shall be collected from all Government Property in accordance with Section 4.04 of the Ordinance. The Council hereby directs the Stormwater Utility Director to mail said bills no later than November 1, 2019.

**SECTION 6. EFFECT OF ADOPTION OF RESOLUTION.** The adoption of this Annual Stormwater Assessment Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the apportionment methodology, the rate of assessment, the adoption of the Stormwater Assessment Roll and the levy and lien of the Stormwater Service Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Annual Stormwater Assessment Resolution.

**SECTION 7. EFFECTIVE DATE.** This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

**DULY ADOPTED** this 8th day of August, 2019.

**CITY OF PENSACOLA, FLORIDA**

Approved:

\_\_\_\_\_  
R. Andy Terhaar  
President of the City Council

ATTEST:

\_\_\_\_\_  
Ericka L. Burnett  
City Clerk

**APPENDIX A**

**PROOF OF PUBLICATION**

**APPENDIX B**

**AFFIDAVIT OF MAILING**



## **AFFIDAVIT OF MAILING**

BEFORE ME, the undersigned authority, personally appeared Grover C. Robinson, IV, and Tammy Peters, who, after being duly sworn, depose and say:

1. Grover C. Robinson, IV, as Mayor of the City of Pensacola, Florida ("City"), pursuant to the authority and direction received from the City Council, timely directed the preparation of the Assessment Roll and the preparation, mailing, and publication of notices in accordance with the Stormwater Utility Ordinance adopted by the City Council on November 16, 2000 (the "Ordinance").

2. Tammy Peters, is Office Manager for Government Services Group, Inc. ("GSG"). GSG has caused the notices required by the Ordinance to be prepared in conformance with the Amended and Restated Initial Assessment Resolution. An exemplary form of such notice is attached hereto. GSG has caused such individual notices for each affected property owner to be prepared and each notice included the following information: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the number of such units contained within each parcel; the total revenue the City expects to collect by the assessment; a statement that failure to pay the assessment will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the

local governing board within 20 days of the notice; and the date, time, and place of the hearing.

3. On or before July 18, 2019, GSG caused the mailing of the above-referenced notices in accordance with the Ordinance and the Amended and Restated Initial Assessment Resolution by First Class Mail to each affected owner, at the addresses then shown on the real property assessment tax roll database maintained by the Escambia County Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

FURTHER AFFIANTS SAYETH NOT.

\_\_\_\_\_  
Grover C. Robinson, IV, affiant

\_\_\_\_\_  
Tammy Peters, affiant

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing Affidavit of Mailing was sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by Grover C. Robinson, IV, Mayor, City of Pensacola, Florida. He is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public, State of Florida  
At Large  
My Commission Expires: \_\_\_\_\_

Commission No.: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing Affidavit of Mailing was sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by Tammy Peters, Office Manager, Government Services Group, Inc., a Florida corporation. She is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Notary Public, State of Florida  
At Large  
My Commission Expires: \_\_\_\_\_  
Commission No. \_\_\_\_\_

**APPENDIX C**

**FORM OF CERTIFICATE TO  
NON-AD VALOREM ASSESSMENT ROLL**

**CERTIFICATE  
TO  
NON-AD VALOREM ASSESSMENT ROLL**

I HEREBY CERTIFY that, I am the Mayor of the City of Pensacola, Florida (the "City"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for stormwater management services (the "Non-Ad Valorem Assessment Roll") for the City is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Escambia County Tax Collector by September 15, 2019.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Escambia County Tax Collector and made part of the above described Non-Ad Valorem Assessment Roll this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF PENSACOLA, FLORIDA

By: \_\_\_\_\_  
Grover C. Robinson, IV  
Mayor

[to be delivered to Tax Collector prior to September 15]



## Memorandum

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**File #:** 19-00359

City Council

8/8/2019

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council President Andy Terhaar

**SUBJECT:**

PUBLIC HEARING: PROPOSED AMENDMENT TO THE CODE OF THE CITY OF PENSACOLA - LAND DEVELOPMENT CODE SECTION 12-13-2 (PLANNING BOARD) ADDING PROCEDURE FOR SUBMISSION AND REVIEW OF PLANS WITHIN THE GATEWAY REDEVELOPMENT DISTRICT; AND REPEALING SECTION 12-13-4 - (GATEWAY REVIEW BOARD); ALONG WITH OTHER RELATED REFERENCES IN SECTIONS 12-2-12 (REDEVELOPMENT LAND USE DISTRICT), 12-2-45 (ROOFTOP ANTENNAS) AND 12-2-81 (DEVELOPMENT PLAN GUIDELINES)

**RECOMMENDATION:**

That City Council conduct a Public Hearing on August 8, 2019 to consider a proposed amendment to the Land Development Code Section 12-13-2 (Planning Board) adding procedure for submission and review of plans within the Gateway Redevelopment District; and repealing Section 12-13-4 - (Gateway Review Board); along with other related references in Sections 12-2-12 (Redevelopment Land Use District), 12-2-45 (Rooftop Antennas) and 12-2-81 (Development Plan Guidelines).

**HEARING REQUIRED:** Public

**SUMMARY:**

In September of 1998, Ordinance No. 33-98 as codified within City Code Section 12-2-12, creating the Gateway Redevelopment District and Section 12-13-4 providing for the Gateway Review Board.

The Land Development Code (LDC) is the principal means of planning and regulating the development and redevelopment of land within the City. The LDC was adopted by City Council in its present form in 1991 pursuant to the Local Government Comprehensive Planning and Land Development Regulation Act. From time to time, it is necessary to amend the LDC to provide consistency with the Comprehensive Plan and to respond to community concerns, legal considerations, and changes in development patterns and planning techniques. One of the overlay districts currently contained in the LDC is the Gateway Redevelopment District.

The Gateway Redevelopment District was created in September of 1998 upon the passage of Ordinance No. 33-98 by the City Council. It was established to promote the orderly redevelopment of the southern gateway to the city in order to enhance its visual appearance, preserve a unique

shoreline vista, improve traffic safety, and encourage a high quality of site planning and architectural design. Site specific analysis of each development proposal within the Gateway Redevelopment District is intended to ensure that the scenic orientation and open space image of Bayfront Parkway is maintained, the development character of the Chase-Gregory corridor is upgraded, and the boundary of the adjacent historic district is positively reinforced.

This item was referred to the Planning Board by City Council in May of 2019; in July of 2019 the Planning Board considered the item, making the recommendation to repeal Section 12-13-4 (Gateway Review Board) of the Land Development Code as well as making any other relevant and necessary changes within the Code.

Currently, the Planning Board has aesthetic review over other development districts, such as the Waterfront Redevelopment District, therefore providing this oversight to the Planning Board is in line with their current responsibilities.

**PRIOR ACTION:**

July 9, 2019 - Item considered by the Planning Board  
May 30, 2019 - Referred to Planning Board for review and recommendation  
September 1998 - Ordinance No. 33-98 passed by City Council

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

- 1) Sec. 12-2-12\_Proposed Revisions
- 2) Sec. 12-13-2\_Proposed Revisions
- 3) Sec. 12-13-4 - Proposed Revisions
- 4) Sec. 12-2-45 - Proposed Revisions
- 5) Sec. 12-2-81 - Proposed Revisions

**PRESENTATION:** No

Sec. 12-2-12. - Redevelopment land use district.

The regulations in this section shall be applicable to the gateway and waterfront redevelopment zoning districts: GRD and WRD.

(A) *GRD, Gateway Redevelopment District.*

- (1) *Purpose of district.* The Gateway Redevelopment District is established to promote the orderly redevelopment of the southern gateway to the city in order to enhance its visual appearance, preserve a unique shoreline vista, improve traffic safety, and encourage a high quality of site planning and architectural design. Site specific analysis of each development proposal within the Gateway District is intended to ensure that the scenic orientation and open space image of the Bayfront Parkway is maintained, the development character of the Chase-Gregory corridor is upgraded, and the boundary of the adjacent historic district is positively reinforced.
- (2) *Uses permitted.*
  - (a) Single-family residential (attached or detached) at a maximum density of seventeen and four-tenths (17.4) units per acre. Multi-family residential at a maximum density of one hundred (100) dwelling units per acre.
  - (b) Home occupations, subject to regulations in section 12-2-13.
  - (c) Offices.
  - (d) Adult entertainment establishments subject to the requirements of Chapter 7-3 of this Code when located within the dense business area as defined in Chapter 12-14, Definitions.
  - (e) All commercial uses permitted in the C-2A zone, with no outside storage or repair work allowed, with the exception:
    1. Mortuaries and funeral parlors.
    2. Appliance and repair shops.
    3. Public parking lots and parking garages.
    4. New car lots or used car lots.
    5. Public utility plants, transmission and generating stations, including radio and television broadcasting stations.
    6. Car or truck rental agencies or storage facilities.
  - (f) Family day care homes licensed by the Florida Department of Children and Family Services as defined in the Florida Statutes.
- (3) *Procedure for review of plans.*
  - (a) Plan submission: All development plans must comply with development plan requirements set forth in subsections 12-2-81(C) and (D), and design standards and guidelines established in section 12-2-82. Every application for a new certificate of occupancy or a building permit to erect, construct, demolish, renovate or alter a building or sign, or exterior site work (i.e., paving and landscaping of off-street parking areas), located or to be located in the Gateway Redevelopment District shall be accompanied with drawings or sketches with sufficient detail to show, as far as they relate to exterior appearances, the architectural design of the building, sign, or exterior work (both before and after the proposed work is done in cases of altering, renovating, demolishing or razing a building or structure) including proposed materials, textures and colors, and the plot plan or site layout including all site improvements or features such as walls, fences, walks, terraces, plantings, accessory buildings, paved areas, signs, lights, awnings, canopies and other appurtenances.



- (b) Review and approval. All plans shall be subject to the review and approval of the ~~Gateway Review Board~~ Planning Board established in Chapter 12-13. At the time of review the board may require that any aspect of the overall site plan which does not meet the standards established in this section be incorporated and brought into compliance within a time limit approved by the board.
- (c) Abbreviated review. Sign requests, paint colors, fencing, and emergency repairs which are consistent with the regulations and guidelines set forth in this section, may be approved by letter to the building official from the ~~Gateway Review Board~~ Planning Board secretary and the chairman of the board. This provision is made in an effort to save the applicant and the board time for routine approval matters. If agreement cannot be reached as it pertains to such requests by the board secretary and chairman, then the matter will be referred to the board for a decision.
- (d) Final development plan. If the ~~Gateway Review Board~~ Planning Board approves a preliminary development plan, the owner shall submit a final development plan in accordance with the procedure set forth below within six (6) months of the date of approval of the preliminary plan of development. For good cause shown, the ~~Gateway Review Board~~ Planning Board may, in its discretion, extend the time within which to file the final development plan for successive periods, the total of which shall not be more than an additional six (6) months. The final development plan shall be in basic conformity with the preliminary plan of development and comply with the other provisions of section 12-2-81 pertaining to the final development plan. If the applicant submits a final development plan which conforms to all the conditions and provisions of this chapter, then the ~~Gateway Review Board~~ Planning Board shall conclude its consideration at its next regularly scheduled meeting.
- (4) *Regulations.* Except where specific approval is granted by the ~~Gateway Review Board~~ Planning Board for a variance due to unique and peculiar circumstances or needs resulting from the use, size, configuration or location of a site, requiring the modification of the regulations set forth below the regulations shall be as follows:
- (a) Signs. Refer to sections 12-4-2 and 12-4-3 for general sign regulations and for a description of sign area calculations. In addition, the following regulations shall be applicable to signs only in the Gateway Redevelopment District.
1. Number of signs. Each parcel under single ownership shall be limited to one sign per street adjacent to the parcel; provided, however, if there exists more than one establishment on the parcel, there may be one attached sign per establishment.
  2. Signs extending over public property. Signs extending over public property shall maintain a clear height of nine (9) feet above the sidewalk and no part of such signs shall be closer than eighteen (18) inches to the vertical plane of the curb line or edge of pavement.
  3. Permitted signs.
    - a. Gregory, Chase and Alcaniz Streets, 9th Avenue.
      - Attached signs:

Height. No sign may extend above the roof line of the building to which it is attached. For purposes of this section roof surfaces constructed at an angle of seventy-five (75) degrees or more from horizontal shall be regarded as wall space.

Size. Ten (10) percent of the building elevation square footage (wall area) which fronts on a public street, not to exceed fifty (50) square feet.

- Freestanding signs:

Maximum sign height—20 feet.

Maximum area for sign face—50 square feet.

b. Bayfront Parkway.

- Attached signs:

Height. No sign shall extend above the roof line of a building to which it is attached.

Size. Ten (10) percent of the building elevation square footage (wall area) which fronts on a public street, not to exceed fifty (50) square feet.

- Freestanding signs:

| Distance from Curb<br>(Feet) | Maximum<br>Area Sign<br>Face<br>(Square Feet) | Maximum<br>Sign Height<br>(Feet) |
|------------------------------|---|----------------------------------|
| 10                           | 20  | 5                                |
| 20                           | 35  | 7                                |
| 30                           | 50  | 9                                |

c. All other streets and areas within the Gateway Redevelopment District:

- Attached signs:

Height. No sign shall extend above the main roof line of a building to which it is attached.

Size. Ten (10) percent of the building elevation square footage (wall area) which fronts on a public street, not to exceed twenty-five (25) square feet.

- Freestanding signs:

| Distance from Curb<br>(Feet) | Maximum<br>Area Sign<br>Face<br>(Square Feet) | Maximum<br>Sign Height<br>(Feet) |
|------------------------------|---|----------------------------------|
| 10                           | 20  | 5                                |
| 20                           | 35  | 7                                |
| 30                           | 50  | 9                                |

4. Other permitted signs:
  - a. Signs directing and guiding traffic and parking on private property, bearing no advertising matter. Such signs shall not exceed three (3) square feet in size.
  - b. Signs advertising the acceptance of credit cards not exceeding two (2) square feet in size and which are attached to buildings or permitted freestanding signs.
  - c. Official traffic signs or signals, informational signs erected by a government agency and temporary signs indicating danger.
5. Submission and review of sign plans. It shall be the responsibility of the contractor or owner requesting a sign permit to furnish two (2) plans of sign drawn to scale, including sign face area calculations, wind load calculations and construction materials to be used.
6. Review of sign plans. All permanent signs within the Gateway Redevelopment District shall be reviewed as follows:
  - a. The contractor or owner shall submit sign plans for the proposed sign as required herein. The Department of Planning and Neighborhood Development shall review the sign based on the requirements set forth in this section and the guidelines set forth in subsection (5)(b)7. herein and forward a recommendation to the Gateway Review Board.
  - b. The ~~Gateway Review Board~~ Planning Board shall review the planning staff recommendation concerning the sign and approve, or disapprove, the sign, it shall give the owner written reasons for such action.
  - c. The owner shall have the right to appeal an adverse decision of the ~~Gateway Review Board~~ Planning Board to the city council within thirty (30) days of the decision of the ~~Gateway Review Board~~ Planning Board.
7. Prohibited signs. Refer to section 12-4-7 for prohibited signs. In addition the following signs are prohibited within the Gateway Redevelopment District:
  - a. Portable signs are prohibited except as permitted in section 12-4-6(E).
  - b. Signs which are abandoned or create a safety hazard are not permitted. Abandoned signs are those advertising a business which becomes vacant and is unoccupied for a period of ninety (90) days or more.
  - c. Signs which are not securely fixed on a permanent foundation are prohibited.
  - d. Signs which are not consistent with the standards of this section are not permitted.
8. Temporary signs: Only the following temporary signs shall be permitted in the Gateway Redevelopment District:
  - a. Temporary banners indicating that a noncommercial special event, such as a fair, carnival, festival or similar happening, is to take place, are permitted with the following conditions:
    - Such signs may be erected no sooner than two (2) weeks before the event;
    - Such signs must be removed no later than three (3) days after the event.
    - Banners extending over street rights-of-way require approval from the mayor.

- b. One non-illuminated sign per street frontage advertising the sale, lease or rental of the lot or building upon which the sign is located. Such sign shall not exceed twelve (12) square feet in size, and shall be removed immediately after occupancy.
  - c. One non-illuminated sign not more than fifty (50) square feet in area in connection with the new construction work and displayed only during such time as the actual construction work is in progress.
  - d. Temporary signs permitted in section 12-4-6(H).
9. Nonconforming signs:
- a. Compliance period. All existing signs which do not conform to the requirements of this section shall be made to comply by April 24, 1991. Provided, however, existing portable signs must be removed immediately.
  - b. Removal of nonconforming signs. The building inspection superintendent shall notify the owner of a nonconforming sign in writing of compliance period specified above. Nonconforming signs shall either be removed or brought up to the requirements stated herein within the period of time prescribed in the compliance schedule. Thereafter, the owner of such sign shall have thirty (30) days to comply with the order to remove the nonconforming sign, or bring it into compliance. Upon expiration of the thirty-day period, if no action has been taken by the owner, he shall be deemed to be in violation of this section and the building inspection superintendent may take lawful enforcement action.
- (b) Off-street parking. The following off-street parking requirements shall apply to all lots, parcels or tracts in the Gateway Redevelopment District:
- 1. Off-street parking requirements in the district shall be based on the requirements set forth in Chapter 12-3 of the code. The required parking may be provided off-site by the owner/developer as specified in section 12-3-1(D).
  - 2. Off-street parking and service areas are prohibited within the Bayfront Parkway setback described in subsection (c) herein, unless these requirements cannot be met anywhere else on the site due to its size or configuration.
  - 3. Screening. Screening shall be provided along the edges of all parking areas visible from street rights-of-way. The screening may take the form of:

A solid wall or fence (chain-link fences are prohibited) with a minimum height of four (4) feet which is compatible in design and materials with on-site architecture and nearby development; or an earth berm approximately three (3) feet in height which is landscaped to provide screening effective within three (3) years; or a combination of walls or fences and landscape screening; or landscape screening designed to provide positive screening within three (3) years.

- (c) Street setback. The following building setbacks shall apply to the district:
- 1. Bayfront Parkway setback/height requirements. All buildings located adjacent to the Bayfront Parkway shall be set back a minimum of fifty (50) feet from the northern parkway right-of-way line. At this minimum setback, building height may not exceed fifty (50) feet. Above fifty (50) feet in height, an additional one-foot setback shall be required for each additional two (2) feet in building height. This setback is intended as a landscaped buffer zone which preserves the open space character of the parkway.
  - 2. Gregory, Alcaniz and Chase Streets, 9th Avenue. Ten (10) feet from the right-of-way line.
  - 3. All other streets. Five (5) feet from the right-of-way line.

- (d) Street frontage. Every lot, tract, or parcel of land utilized for any purpose permitted in this district shall have a street frontage of not less than fifty (50) feet. Any lot of record on the effective date of this title which is less than fifty (50) feet may be used as a site for only one establishment listed as a permitted use in paragraph (2) herein.
  - (e) Building height. No building shall exceed a maximum height of one hundred (100) feet.
  - (f) Vehicular access. Access to the following streets shall be limited as follows:
    - 1. Bayfront Parkway. No access shall be permitted from the parkway unless no other means exist for ingress and egress from the site.
    - 2. Gregory Street, Chase Street, Alcaniz Street, 9th Avenue and 14th Avenue. For each lot, tract, or parcel under single ownership, the maximum number of access points shall not exceed two (2) per street footage if driveway spacing standards can be met pursuant to section 12-4-82(C)(2).
  - (g) Landscaping. Landscaping requirements in the Gateway Redevelopment District shall be based on applicable requirements of Chapter 12-6. All service areas (i.e., trash collection containers, compactors, loading docks) shall be screened from street and adjacent buildings by one of the following techniques:
    - Fence or wall, six (6) feet high;
    - Vegetation, six (6) feet high (within three (3) years);
    - A combination or the above.
  - (h) Underground utility services. All new building construction or additions of floor area to existing structures along Bayfront Parkway, Chase Street, Gregory Street, 9th Avenue and all property fronting Salamanca Street, shall be required to install underground utilities.
  - (i) Lot coverage. The total coverage of all development sites within the Gateway Redevelopment District, including all structures, parking areas, driveways and all other impervious surfaces, shall not exceed seventy-five (75) percent.
  - (j) Sidewalks. Developers of new construction or redevelopment projects shall repair, reconstruct, or construct new sidewalks on all sides of property fronting on a street.
  - (k) Consideration of floodprone areas. Portions of the district are within the one hundred-year floodplain. Site planning shall consider the special needs of floodprone areas.
  - (l) Storm drainage. Adequate storm drainage must be provided to prevent flooding or erosion. The surface drainage after development should not exceed the surface drainage before development. Flexibility in this guideline shall be considered by the city engineer based on capacity of nearby off-site stormwater drainage systems, the surrounding topography and the natural drainage pattern of the area.
  - (m) All mechanical equipment, satellite dishes and other similar equipment should be completely screened by the architecture of the structure, or fences, walls, or vegetation.
  - (n) Exemptions. All detached single-family and duplex residential development proposals are exempt from the provisions of this section and shall be developed in accordance with R-1A regulations set forth in section 12-2-4(E), with the exception of the height requirements.
- (5) *Development guidelines.* The Gateway Redevelopment District is characterized by a variety of architectural styles with no common theme. The intent of these guidelines is to reduce the level of contrast between buildings and to create a more compatible appearance in architectural design, scale, materials and colors. All development within the Gateway Redevelopment District is encouraged to follow design guidelines as established in subsection 12-2-82(D). In addition, the following site planning guidelines shall be used by the ~~Gateway Review Board~~ Planning Board in the review and approval of all development plans:

- (a) Site planning. The integration of site features such as building arrangement, landscaping and parking lot layout is critical in producing a pleasant and functional living or working environment. In reviewing development proposals, the following guidelines shall be taken into consideration.
  1. Maximum preservation of bay views: Considering the bayfront location within the district, the placement of buildings, signs, service areas, parking and landscaping shall be planned to maximize the preservation of views of the bay and to protect the bayfront's scenic open space character. To prevent the effect of a "wall" of development along the inland edge of the parkway, the long axis of all buildings located on the corridor should be oriented parallel to the inland street grid, rather than parallel to the parkway itself. The preservation of ample open space between buildings, and the creation of a campus-like development pattern, are encouraged especially in the bayfront area. In addition, site planning throughout the district should recognize existing topographical variations and maximize this variation to maintain bay views.
  2. Development coordination: The preservation of bay views and the creation of a campus character development pattern cannot be achieved through the site planning of any single development; all development efforts within the district must be coordinated to achieve these objectives.
  3. Off-street parking and service: Off-street parking shall be discouraged within all street setbacks. Where possible, any service areas (i.e. trash collection, loading docks) shall be located to be screened by the building itself; otherwise, walls, fences, landscaping and earth berms shall be used to achieve effective screening.
- (b) Architectural design and building elements.
  1. Buildings or structures which are part of a present or future group or complex shall have a unity of character and design. The relationship of forms and the use, texture, and color of materials shall be such as to create a harmonious whole.
  2. Buildings or structures located along strips of land or on single sites and not a part of a unified multibuilding complex shall strive to achieve visual harmony with the surroundings. It is not to be inferred that buildings must look alike or be of the same style to be compatible with the intent of the district. Compatibility can be achieved through the proper consideration of scale, proportions, site planning, landscaping, materials and use of color.
  3. Materials such as metal and plastic shall be discouraged on exterior surfaces of buildings.
  4. Severe or angular roof lines which exceed a pitch of 12-12 (forty-five degree angle) are discouraged. Exceptions to this guideline (i.e., churches) shall be considered on a case-by-case basis.
  5. Bright colors and intensely contrasting color schemes are discouraged within the district.
  6. Proposed development adjacent to the historic district should give special consideration to visual compatibility in scale and architectural design in order to positively reinforce the character of the historic area and provide a buffer and transition.
  7. The following guidelines concerning design, materials, lighting, landscaping, and positioning of permitted signs shall be considered:
    - a. Design/materials. The architectural character of the building to which the sign relates should be reflected in the lettering of the sign, the materials used for the supporting structure and the sign face.

- b. Lighting. Indirect and internal lighting is encouraged. Neon and exposed fluorescent lighting is not encouraged.
  - c. Copy. The sign copy should be limited to the name, address, and logo of the building complex, the major tenant or the business. The sign should be primarily used for communicating identity and locating the business, not for advertising.
  - d. Landscaping. The landscaping and positioning of the sign should compliment the overall site plan and landscaping of the development.
- (6) *Maintenance standards.* The following maintenance standards shall be applied to all structures and land parcels respectively, whether occupied or vacant within the Gateway Redevelopment District, subject to review and approval by the Gateway Review Board. Properties which do not conform to the maintenance standards described in subparagraphs (a) to (g) shall be made to comply as required by the city inspections office based on regular inspections or complaints.
- (a) Building fronts, rears, and sides abutting streets and public areas. Rotten or weakened portions shall be removed, repaired or replaced.
  - (b) Windows. All windows must be tight-fitting. All broken and missing windows shall be replaced with new glass.
  - (c) Show windows and storefronts. All damaged, sagging or otherwise deteriorated storefronts, show windows or entrances shall be repaired or replaced.
  - (d) Exterior walls.
    - 1. Existing miscellaneous elements on the building walls, such as empty electrical conduit, unused signs and/or sign brackets, etc., shall be removed.
    - 2. Sheet metal gutters, downspouts and copings shall be repaired or replaced as necessary and shall be neatly located and securely installed.
    - 3. All exterior finishes and appurtenances such as paint, awnings, etc. shall be kept in a state of repair.
  - (e) Roofs.
    - 1. All auxiliary structures on the roofs shall be kept clean, repaired or replaced.
    - 2. Roofs shall be cleaned and kept free of trash, debris or any other elements which are not a permanent part of the building.
  - (f) Front, rear, and side yards, parking areas and vacant parcels.
    - 1. When a front, rear or side yard, parking area or vacant parcel exists or is created through demolition, the owner may utilize the space in accordance with the provisions of the zoning district, provided, however, that the site shall be properly maintained free of weeds, litter, and garbage.
    - 2. Any landscaping which was installed to comply with regulations of this subsection must be maintained.
  - (g) Walls, fences, signs. Walls, fences, signs and other accessory structures shall be repaired and maintained.
- (B) *GRD-1, Gateway redevelopment district, Aragon redevelopment area.*
- (1) *Purpose of district.* The Gateway Redevelopment District, Aragon Redevelopment Area is established to promote the orderly development of the southern gateway to the city in order to enhance its visual appearance, preserve a unique shoreline vista, improve traffic safety, and encourage a high quality of site planning and architectural design. Site specific analysis of development proposed within the district is intended to ensure that the scenic orientation and open space image of the Bayfront Parkway is maintained and the boundary of the adjacent historic district is positively reinforced. Zoning regulations are intended to ensure that future

development is compatible with and enhances the pedestrian scale of the existing structures and period architectural character of the adjacent historic district.

- (2) *Urban character of the district.* The Aragon redevelopment area is characterized by integration of houses, shops, and work places. Mixed land use is encouraged by allowing home occupations and first floor work spaces with apartments and townhouses above. The Historic District is the basis for district architectural guidelines, which reflect the scale and lot sizes, and the list of permitted uses is similar to those uses permitted in the Historic District to the south.
- (3) *Uses permitted.*
  - (a) GRD-1, residential uses.
    1. Single-family and multi-family residential (attached or detached) at a maximum overall density of seventeen and four tenths (17.4) units per acre.
    2. Bed and breakfast (subject to section 12-2-55).
    3. Home occupations allowing: Not more than sixty (60) percent of the floor area of the total buildings on the lot to be used for a home occupation; Retail sales shall be allowed limited to uses listed as conditional uses in subsection 3.(c)(1), below: Two (2) non-family members as employees in the home occupation; and a sign for the business not to exceed three (3) square feet shall be allowed.
    4. Community residential homes licensed by the Florida Department of Children and Family Services with six (6) or fewer residents providing that it is not to be located within one thousand (1,000) feet of another such home. If it is proposed to be within one thousand (1,000) feet of another such home, measured from property line to property line, it shall be permitted with city council approval after public notification of property owners in a five hundred-foot radius.
    5. Limited office space allowed only with residential use occupying a minimum of fifty (50) percent of total building square footage of principal and outbuildings.
    6. Family day care homes licensed by the Florida Department of Children and Family Services as defined in the Florida Statutes.
  - (b) GRD-1, public uses.
    1. Meeting hall, U.S. Post Office pavilion, buildings used for community purposes, not to exceed five thousand (5,000) square feet.
    2. Publicly owned or operated parks and playgrounds.
    3. Churches, Sunday school buildings and parish houses.
  - (c) GRD-1, commercial uses.
    1. The following uses limited to a maximum area of five thousand (5,000) square feet:
      - a. Antique shops.
      - b. Art galleries.
      - c. Bakeries whose products are sold at retail and only on the premises.
      - d. Banks (except drive-through).
      - e. Barbershops and beauty shops.
      - f. Childcare facilities (subject to Sec. 12-2-58).
      - g. Health clubs, spas, and exercise centers.
      - h. Jewelers.
      - i. Laundry and dry cleaning pick-up stations.



- j. Office buildings.
  - k. Restaurants (except drive-ins).
  - l. Retail sales and services.
  - m. Retail food and drugstore.
  - n. Specialty shops.
  - o. Studios.
- (d) GRD-1, miscellaneous uses.

1. Outbuildings and uses can include:

- Garage apartments
- Carriage house
- Studios
- Granny flats
- Storage buildings
- Garages
- Swimming pools
- Hot tubs
- Offices

Refer to Aragon Urban Regulations in Aragon Design Code for maximum impervious surface per lot type.

2. Minor structures for utilities (gas, water, sewer, electric, telephone).

(4) *Procedure for review.*

- (a) Review and approval by the Gateway Review Board: All activities regulated by this subsection, including preliminary and final site plan review, shall be subject to review and approval by the ~~Gateway Review Board~~ Gateway Review Board Planning Board as established in subsection ~~12-13-4(A)~~ 12-13-2. Abbreviated review for paint colors, minor repairs and minor deviations in projects already approved by the board shall be in accordance with subsection ~~12-13-4(H)~~ 12-13-2(K). If agreement cannot be reached as it pertains to such request for abbreviated review by the board secretary and chairman then the matter will be referred to the ~~Gateway Review Board~~ Gateway Review Board Planning Board for a decision.

(b) Decisions.

1. General consideration. The board shall consider plans for buildings based on regulations described herein. In their review of plans for new construction, the board shall consider exterior design and appearance of the building, including the front, sides, rear and roof; materials, textures and colors; plot plans or site layout, including features such as walls, walks, terraces, off-street paved areas, plantings, accessory buildings, signs and other appurtenances; and relation of the building to the immediate surroundings and to the district in which it is located. The term "exterior" shall be deemed to include all of the outer surfaces of the building and exterior site work, including painting, and is not restricted to those exteriors visible from a public street or place.

2. Rules governing decisions. Before approving the plans for any proposed building located or to be located in a district, the board shall find:
  - a. In the case of a proposed new building, that such building will not, in itself or by reason of its location on the site, impair the architectural or historic value of buildings in the immediate vicinity. No plans for new building will be approved if that building will be injurious to the general visual character of the district in which it is to be located considering visual compatibility standards such as height, proportion, shape, scale, style, materials and colors.
  - b. In the case of a proposed alteration or addition to an existing building, that such alteration or addition will not impair the architectural value of the building.
- (c) Plan submission: Every activity which requires plans in order to erect, construct, demolish, renovate or alter an exterior of a building, sign or exterior site work, located or to be located in the GRD-1 district shall be accompanied with drawings or sketches. All drawings must be drawn to scale and be legible. The minimum size scale for site plans is 1" = 20'0"; the minimum scale for floor plans is 1/8" = 1'0"; and the minimum scale for exterior elevations is 1/8" = 1'0". The scale for other items, such as signs and details, shall be as large as necessary to fully define the detail of those items. Major projects with very large buildings may vary from the scale referenced above for ease of presentation.
  1. Site plan:
    - a. Indicate overall property dimensions and building size, and building setback line and building frontage zone.
    - b. Indicate relationship of adjacent buildings, if any.
    - c. Indicate layout of all driveways and parking on the site including materials.
    - d. Indicate all fences, including materials, dimensions, architectural elements and color, and signs, with dimensions as required to show exact locations.
    - e. Indicate existing trees and existing and new landscaping.
  2. Floor plan:
    - a. Indicate locations and sizes of all exterior doors and windows.
    - b. Indicate all porches, steps, ramps and handrails.
    - c. For renovations or additions to existing buildings, indicate all existing conditions and features as well as the revised conditions and features and the relationship of both.
  3. Exterior elevations:
    - a. Indicate all four (4) elevations of the exterior of the building.
    - b. Indicate the relationship of this project to adjacent structures, if any.
    - c. Indicate exposed foundation walls, including the type of material, screening, dimensions, and architectural elements.
    - d. Indicate exterior wall materials, including type of materials, dimensions, architectural elements and color.
    - e. Indicate exterior windows and doors, including type, style, dimensions, materials, architectural elements, trim, and colors.
    - f. Indicate all porches, including ceilings, steps, and ramps, including type of materials, dimensions, architectural elements and color.
    - g. Indicate all porch, stair, and ramp railings, including type of material, dimensions, architectural elements, trim, and color.



1. Landscaping requirements in the GRD-1 district shall be based on Aragon Design Code.
  2. All service areas (i.e., dumpsters or trash handling areas, service entrances or utility facilities, loading docks or space) must be screened from adjoining property and from public view by one (1) of the following:
    - Fence or wall, six (6) feet high;
    - Vegetation, six (6) feet high (within three (3) years);
    - A combination of the above.
- (c) Protection of trees. It is the intent of this section to recognize the contribution of shade trees and certain flowering trees to the overall character of the Aragon redevelopment area and to ensure the preservation of such trees as described below:
1. Any of the following species having a minimum trunk diameter of eight (8) inches (twenty-five and one-tenth (25.1) inches in circumference) at a height of one (1) foot above grade: Live Oak and Water Oak; Magnolia having a minimum trunk diameter of six (6) inches (eighteen and eight-tenths (18.8) inches in circumference) at a height of one (1) foot above grade, and;
  2. Any of the following flowering trees with a minimum trunk diameter of four (4) inches (twelve and fifty-five one hundredths (12.55) inches in circumference) at a height of one (1) foot above grade: Redbud, Dogwood, and Crape myrtle.

No person, organization, society, association or corporation, or any agent or representative thereof, directly or indirectly, shall cut down, destroy, undertake tree removal, or effectively destroy through damaging, any specimen or flowering tree, whether it be on private property or right-of-way within the GRD-1 district, without first having obtained a permit from the department of leisure services to do so. Refer to section 12-6-7 for tree removal permit application procedures and guidelines.

- (d) *Fences*. Original fences in the older sections of the city were constructed of wood with a paint finish in many varying ornamental designs, or may have been constructed of brick or wrought iron. The style of the fence and the materials used typically related directly to the style and type of materials used for the building on the property. Refer to Aragon Design Code for required types of fences at different locations.

On every corner lot on both public and private streets intersecting 9th Avenue a sight triangle described by the intersection of the projection of the outer curb (next to the driving lane) lines extended, and a line joining the points on those lines thirty (30) feet from said intersection shall be clear of any structure, solid waste container, parked vehicles, including recreational vehicles, or planting of such nature and dimension as to obstruct lateral vision, provided that this requirement shall generally not apply to tree trunks trimmed of foliage to eight (8) feet, and newly planted material with immature crown development allowing visibility, or a post, column, or similar structure which is no greater than one foot in cross-section diameter. Lateral vision shall be maintained between a height of three (3) feet and eight (8) feet above grade. All other streets and intersections within the GRD-1 district shall be exempt from the requirements of section 12-2-35, Required Visibility Triangle. In addition the following provisions apply:

1. Chain-link, exposed masonry block and barbed-wire are prohibited fence materials in the GRD-1 district. Approved materials will include but not necessarily be limited to wood, brick, stone (base only) and wrought iron, or stucco. Materials can be used in combination.

2. All wood or wrought iron fences shall be painted if the principal building is painted. Wood fences shall be constructed utilizing one of a variety of designs, especially a design which will reflect details similar to those on the building. It is recommended that the use of wrought iron or brick fences be constructed in conjunction with buildings which use masonry materials in their construction or at locations requiring them. "Dog ear pickets" are not acceptable. Refer to Architectural Standards in Aragon Design Code.
3. Fences in the required front yard will be no higher than four (4) feet and six (6) feet, six (6) inches in the side and rear yards. On corner lots, fences constructed within the required street side yard shall not exceed four (4) feet in height if the fence would obstruct the visibility from an adjacent residential driveway. Otherwise fences within the required street side yard may be built to a maximum of six (6) feet, six (6) inches.

(e) *Signage:*

- Informational signs—All informational signs, even if erected on private property, are subject to regulations contained in this section.
- Commercial signs—It is the intent of the Aragon redevelopment area to recapture the turn-of-the-century feeling of commerce in Aragon's core neighborhood. To this end, special consideration will be given to a variety of painted signs on brick and stucco walls, building cornices, canopies and awnings, even on sidewalks and curbs.
- Sign style shall be complementary to the style of the building on the property. In the older sections of the city the support structure and trim work on a sign was typically ornamental, as well as functional.

Refer to sections 12-4-2 and 12-4-3 for general sign standards and criteria and for a description of sign area calculations. In addition to the prohibited signs listed below, all signs listed in section 12-4-7 are prohibited within the GRD-1 district. The design, color scheme and materials of all signs shall be subject to approval by the Gateway Review Board. Only the following signs shall be permitted in the GRD-1 district.

1. Permitted signs.

a. Temporary accessory signs.

- One (1) non-illuminated sign advertising the sale, lease, or rental of the lot or building, said sign not exceeding two (2) square feet in area.
- One (1) non-illuminated sign per street frontage, not more than thirty-two (32) square feet in area in connection with new construction work related to Aragon's development, community sites, parks, or Privateer's Alley.

b. Permanent accessory signs.

- Each mixed use or commercial property shall be limited to one (1) sign per lot for Type II through VI. The sign may be placed on the street side or alley frontage. Type I shall be limited to one (1) sign per street and one (1) for alley frontage. The sign may be projected from the building, a wall-mounted sign, or a painted sign. Signs projecting from a building or extending over public property shall maintain a clear height of nine (9) feet six (6) inches above the public property and shall not extend above the roof line on which it is attached. The sign may be mounted to or painted on the face of a wall of the building, hung from a bracket that is mounted to a wall of a building, or hung from other ornamental elements on the building. Attached or wall signs may be placed on the front or one (1) side of the building. The sign may be illuminated provided the source of light is not visible beyond the property line of the lot on which the sign is located.

- Advertising display area:
    - GRD-1, Type II through Type VI residential home occupation and mixed use lots are not to exceed ten (10) square feet.
    - GRD-1, Type I commercial lots are not to exceed thirty-five (35) square feet per street front.
    - A combination of two (2) attached wall signs may be used, but shall not exceed a total of thirty-five (35) square feet.
    - If fronting an alley the size shall not exceed twelve (12) square feet.
  - One (1) non-illuminated nameplate designating the name of the occupant of the property; the nameplate shall not be larger than three (3) square feet and shall be attached flat against the wall of the building.
  - Municipal or state installed directional signs, historical markers and other signs of a general public interest when approved by the mayor and board.
2. Prohibited signs.
- a. Any sign using plastic materials for lettering or background.
  - b. Internally illuminated signs.
  - c. Portable signs.
  - d. Nonaccessory signs.
  - e. Back lit canvas awnings.
  - f. Flashing, strobe, or neon signs.
  - g. Neon signs placed inside a window.
- (f) *Driveways and sidewalks.* The following regulations and standards apply to driveways and sidewalks in the GRD-1 District:
- 1. Driveways shall be allowed at locations indicated in the Aragon Design Code.
    - a. Where asphalt or concrete is used as a driveway material, the use of an appropriate coloring agent is allowed.
    - b. From the street pavement edge to the building setback the only materials allowed shall be brick, concrete pavers, colored or approved stamped concrete or poured concrete.
  - 2. Sidewalks, construction, repair and maintenance of sidewalks are all required on public rights-of-way within the district. Sidewalks shall be constructed of concrete, a combination of concrete and either brick, concrete pavers or concrete poured and stamped with an ornamental pattern or smooth finish.
- (g) *Off-street parking.* Off-street parking is required in the GRD-1 district. The requirements for off-street parking in this district recognize that the Aragon redevelopment area forms a transition neighborhood between the adjacent Historic District to the south, where off-street parking is not required in the Historic Commercial zoning districts and the remainder of the Gateway Redevelopment District where conventional off-street parking requirements apply. The off-street parking requirements in the GRD-1 district reflect a land use pattern that encourages small scale commercial land uses adjacent to residential uses that are accessible through a network of pedestrian improvements, such as sidewalks, plazas and open spaces. Because parking areas were not a common land use in the older sections of the city, their location is set forth in the standards.

1. Residential uses.

Single family and accessory unit—One (1) space/unit.

Townhouse and multi-family—One (1) space/unit.

Bed and breakfast—One (1) space per owner plus one (1) space/sleeping room.

Home occupation—One (1) space/non-family employee.

Community residential home—One (1) space/two (2) beds.

2. Public uses.

Meeting hall, U.S. Post Office pavilion, buildings used exclusively for federal, state, county or city governments for public purposes—One (1) space/five hundred (500) square feet.

Publicly owned or operated parks and playgrounds—None required.

Churches, Sunday school buildings and parish houses—One (1) space/four (4) fixed seats.

3. Commercial uses.

Antique shops—One (1) space/five hundred (500) square feet.

Art galleries—One (1) space/five hundred (500) square feet.

Bakeries (retail only)—One (1) space/five hundred (500) square feet.

Barbershops and beauty shops—One (1) space/station and one (1) space/employee.

Day care centers—One (1) space/employee plus one (1) space/classroom.

Health clubs, spas and exercise centers—One (1) space/three hundred (300) square feet.

Jewelers—One (1) space/five hundred (500) square feet.

Laundry and dry cleaning pick-up stations—One (1) space/employee.

Office buildings—One (1) space/five hundred (500) square feet.

Restaurants (except drive-ins)—One (1) space/five hundred (500) square feet.

Retail sales and services—One (1) space/five hundred (500) square feet.

Retail food and drugstore—One (1) space/five hundred (500) square feet.

Specialty shops—One (1) space/five hundred (500) square feet.

Studios—One (1) space/fifty (50) square feet unless owner occupied.

4. For Type I Townhouse the uses identified in subsections (g)1., 2., and 3. above, on-street parking on Romana Street and 9th Avenue within five hundred (500) feet of the building may be used towards this requirement for nonemployee parking only. One (1) off-street parking space shall be required for each employee in the building.

5. Parking shall be screened from view of adjacent property and the street by fencing, landscaping or a combination of the two approved by the board, except in alley locations.
  6. Materials for parking areas shall be concrete, concrete or brick pavers, asphalt, oyster shells, clam shells or #57 granite, pea gravel or marble chips. Where asphalt or concrete are used, the use of a coloring agent is allowed. The use of acceptable stamped patterns on poured concrete is encouraged.
  7. For Type I Townhouse as an option to providing the required off-street parking as specified in subsections (g)1., 2., and 3. above, the required parking may be provided off-site by the owner/developer as specified in subsection 12-3-1(D).
- (h) *Paint colors.* The ~~Gateway Review Board~~ Planning Board has adopted palettes of colors considered compatible with historic colors from several paint manufacturers that represent acceptable colors for use in the GRD-1 district. Samples of these palettes can be reviewed at the office of the building inspector or the Secretary of the GRD Board.
- (i) *Outbuildings.* Outbuildings shall not exceed a maximum height of thirty-five (35) feet. The accessory structure shall match the style, roof pitch, and other design features of the main residential structure.
- (j) *Architectural review standards (See Figure 12.2.2.B).*
1. Exterior lighting. Exterior lighting in the district will be post mounted street lights and building mounted lights adjacent to entryways or landscaping lights which are shielded. Lamps shall be typically ornamental in design and appropriate for the building style. Refer to Aragon Design Code, Architectural Standards.
    - a. Exterior lighting fixtures must be appropriate for building style. Refer to Aragon Design Code, Architectural Standards.
    - b. Exterior. Where exterior lighting is allowed to be detached from the building, the fixtures visible from off-premises (other than landscape lighting which is permitted) shall be post mounted and used adjacent to sidewalk or driveway entrances or around parking. If post mounted lights are used, they shall not exceed twelve (12) feet in height. Exterior lights shall be placed so that they do not shine directly at neighbors.
    - c. The light element itself shall be a true gas lamp or shall be electrically operated using incandescent, halogen, metal halide or high pressure sodium lamps. Fluorescent and mercury vapor lamps are prohibited.
    - d. The use of pole mounted high pressure sodium utility/security lights is prohibited.
  2. Exterior building walls. Exterior treatments will be of wood, cedar shingles, wood clapboard, board and batten or board on board, fiber-cement smooth lap siding (Hardiplank), brick, stone for Craftsman style buildings, or stucco. Building wall finish must be appropriate for building style (Refer to Aragon Design Code, Architectural Standards). Individual windows and porch openings, when rectangular, shall be square or vertical proportion and have multiple lights, unless architectural style dictates other combinations. Chimneys shall be architecturally compatible with the style. All primary structures are required to elevate their first finished floor eighteen (18) to thirty-six (36) inches above grade, except Type I Townhouse. Base treatment shall be articulated.
    - a. Vinyl or metal siding is prohibited.
    - b. Wood siding and trim shall be finished with paint or stain, utilizing colors approved by the board.

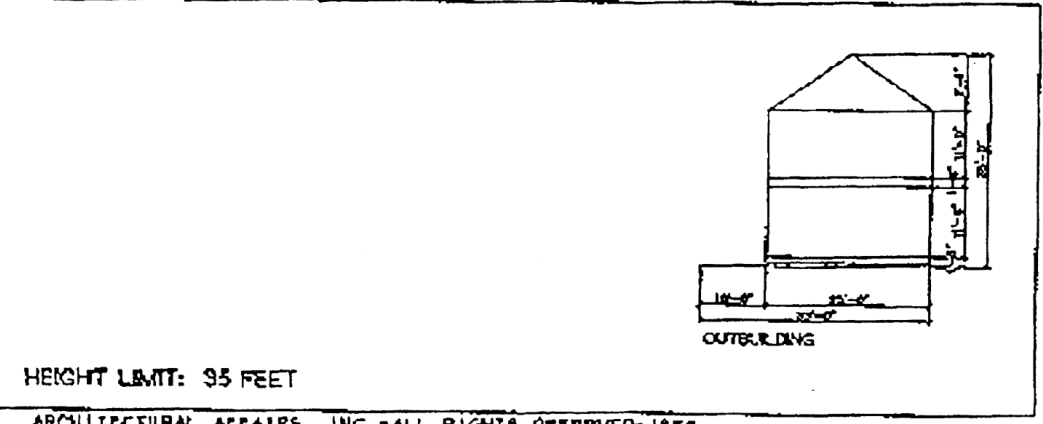
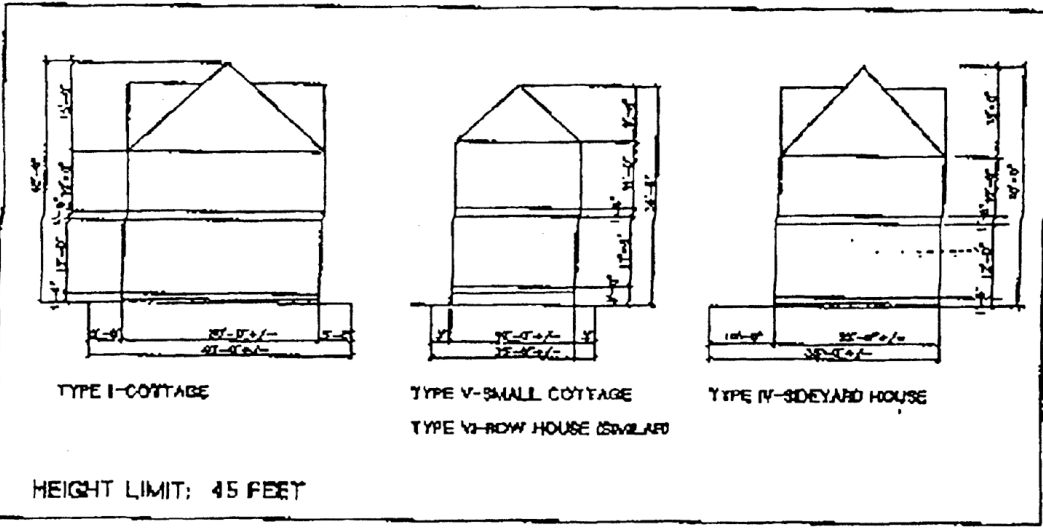
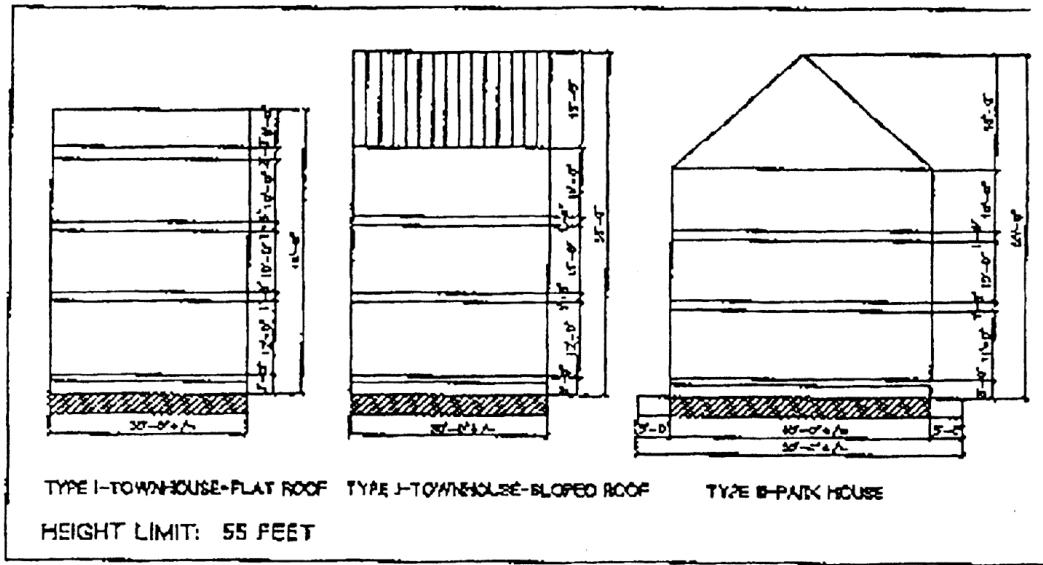


- c. Foundation piers shall be exposed brick masonry or sand textured plaster over masonry. If in-fill between piers is proposed, piers shall be skirted and screened in an opaque manner. It is encouraged that in-fill panels of wood lattice be utilized or brick screens where appropriate.
3. Roofs. Roofs may be of metal, wood shake, dimensional asphalt shingle, slate, diamond shape asphalt shingles or single ply membrane or built up (for flat roofs), and must be of the appropriate architectural style. Roof pitch for sloped roofs above the main body shall be at least 8 on 12 on one- and two-story buildings and 6 on 12 on buildings with three (3) stories, unless architectural style dictates other slope, for example Craftsman. Eaves shall be appropriate for the architectural style. Shed roofs shall be allowed only against a principal building or perimeter wall. Flat roofs shall not be permitted without parapets, cornices, eaves overhangs boxed with modillions, dentils, or other moldings. The maximum size of the roof deck, window's walks, towers, turrets, etc. is two hundred (200) square feet, with the maximum height of ten (10) feet above the maximum allowable building height.
  - a. Eaves and soffits may be: wood, painted or stained; smooth finish or sand textured stucco soffits, if detailed appropriately; or fiber-cement, if detailed appropriately ("Hardisoffit" or Hardipanel" vertical siding panels). Eaves shall be appropriate for architectural style and type.
  - b. Flashing may be anodized or pre-finished aluminum, galvanized steel or naturally weathered copper.
  - c. Gutters and downspouts may be anodized or pre-finished aluminum, galvanized steel or naturally weathered copper.
4. Balconies and porches. Front porches are required for all Type II through Type V principal structures, and porches or balconies are required for Type I and Type VI principal structures. Type I principal structure balconies supported by columns, the outside edge of the columns shall be located at the outside edge of the public sidewalk, and the balcony shall not extend past the columns. Balconies shall not be cantilevered more than eight (8) feet. See Figure 12.2.2.B for balcony and porch dimensions.
5. Doors. Entrance doors with an in-fill of raised panels below and glazed panels above were typically used in older sections of the city. Single doorways with a glazed transom above allows for both light and ventilation to enter the entrance way or entrance foyer of the building. Double doors are usually associated with a larger home or building layout.
  - a. Doors are to be appropriate for building style and type. Entrance doors shall be fabricated of solid wood, metal, or fiberglass. Refer to Aragon Design Code, Architectural Standards and Architectural Styles.
6. Windows. Individual windows shall have vertical proportion.
  - a. Windows are to be fabricated of wood or vinyl clad wood windows. Solid vinyl windows may be used if the components (jamb, sash, frame, sill, etc.) are sized and proportioned to duplicate wood. Steel or aluminum windows are prohibited.
  - b. All individual windows shall conform to vertical proportions of not less than 1:1.5, unless architectural styles dictate otherwise. Assemblage of complying window units to create large window openings is acceptable. Kitchen and bathroom windows are considered exceptions and are not regulated by vertical proportions, but are subject to approval if they detract from the overall vertical orientation.
  - c. Window sections shall be appropriate for style. Refer to Aragon Design Code.

- d. The window frame will be given a paint finish appropriate to the color scheme of the exterior of the building.
  - e. Window trim or casing is to be a nominal five (5) inch member at all sides, head and sill.
  - f. Glass for use in windows shall typically be clear, but a light tinted glass will be given consideration by the Gateway Review Board.
  - g. Highly reflected glazing is prohibited. Insulated glass units are encouraged.
7. Shutters. Shutters are an exterior ornamental and functional architectural feature that have traditionally been used on windows, and occasionally, on doors.
- a. Shutters may be operable or fixed.
  - b. If shutters are to be used on a project, they must be dimensioned to the proper size so that they would completely cover the window both in width and height if they were closed.
  - c. The style of the shutters must be louvered, flat vertical boards or paneled boards, with final determination being based on compatibility with the overall building design.
  - d. Shutter to be fabricated of wood or vinyl.
  - e. Shutter are to be appropriate for building style and type. Refer to Aragon Design Code, Architectural Styles.
8. Chimneys. Chimneys constructed of brick masonry, exposed or cement plastered, are architecturally compatible.
- a. The chimney or chimneys are to be constructed of masonry with the exposed surface to be brick or sand textured plaster. Rough texture stucco is prohibited.
  - b. The finished exposed surface of chimneys are to be left natural without any paint finish, unless the chimney is plastered or stuccoed.
  - c. Flashing shall consist of galvanized steel, copper sheet metal or painted aluminum.
  - d. The extent of simplicity or ornamentation shall be commensurate with the overall style and size of the building on which the chimney is constructed.
9. Trim and miscellaneous ornament.
- a. Trim and ornament, where used, is to be fabricated of wood, stucco or stone.
  - b. Trim and ornament will be painted to match, or be coordinated with, door and window casings, porch railings, porch columns, and basic projecting elements of the building.
10. Miscellaneous mechanical equipment.
- a. Air conditioning condensing units shall not be mounted on any roof where they are visible from any street.
  - b. Air conditioning condensing units that are mounted on the ground shall be in either side yards or rear yards.
  - c. Visual screening consisting of ornamental fencing or landscaping shall be installed around all air conditioning condensing units to conceal them from view from any adjacent street or property owner.
  - d. Exhaust fans or other building penetrations as may be required by other authorities shall be allowed to penetrate the wall or the roof but only in locations

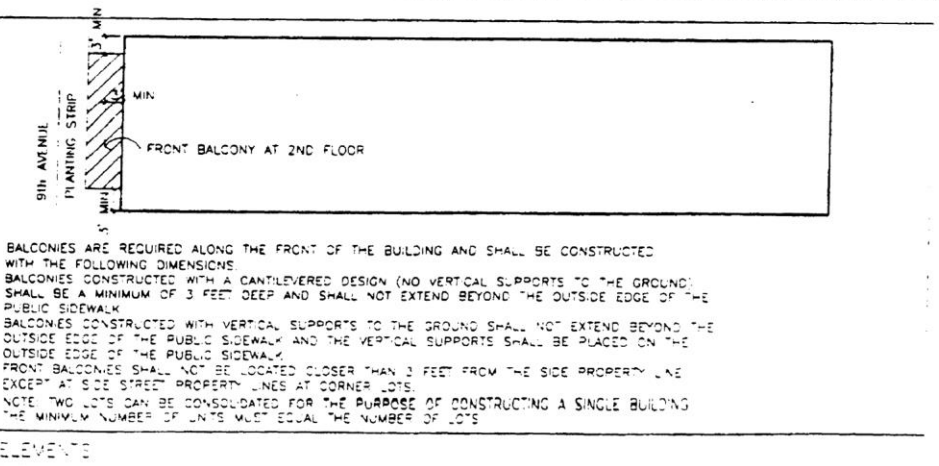
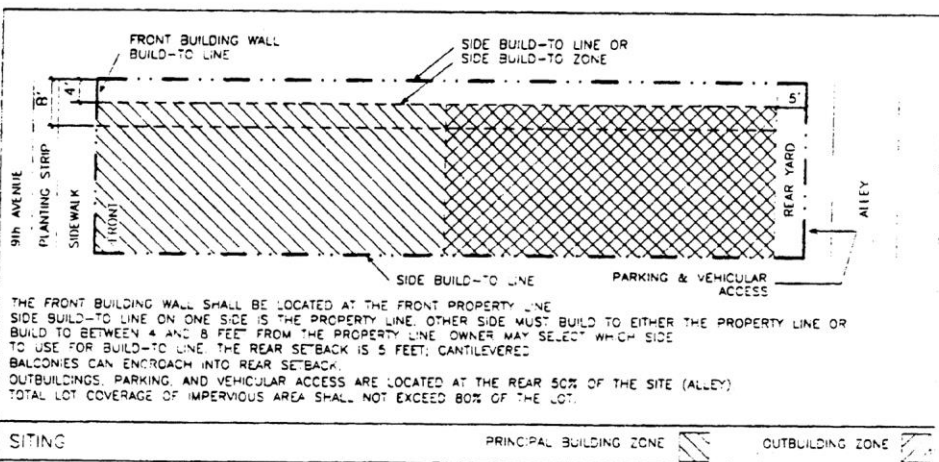
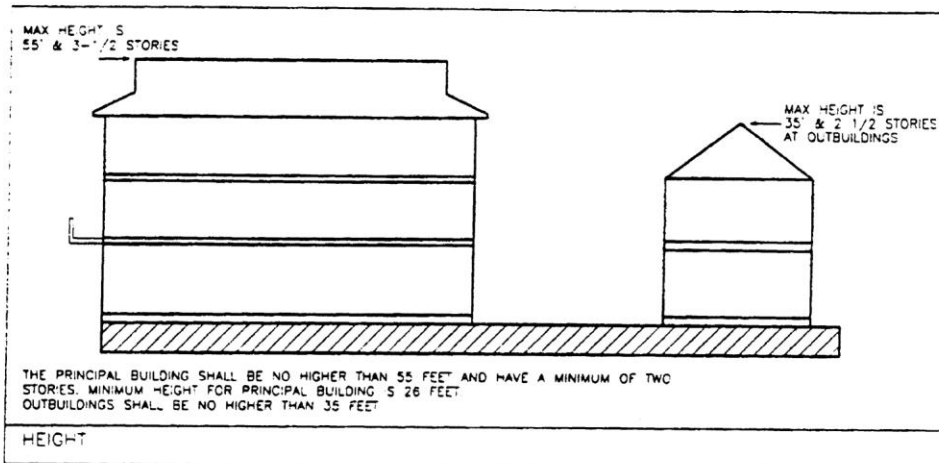
where they can be concealed from view from any street. No penetrations shall be allowed on the front of the building. They may be allowed on side walls if they are properly screened. It is desirable that any penetrations occur on rear walls or the rear side of roofs.

11. Accessibility ramps and outdoor stairs.
    - a. Whenever possible, accessibility ramps and outdoor stairways shall be located to the side or the rear of the property.
    - b. The design of accessibility ramps and outdoor stairs shall be consistent with the architectural style of the building.
    - c. Building elements, materials and construction methods shall be consistent with the existing structure.
  12. Outbuildings.
    - a. Outbuildings shall be detailed in a manner similar to the house. Detached garages are strongly encouraged.
    - b. Accessory dwelling units are permitted and encouraged, and shall be detailed in a manner similar to the house.
- (k) Additional regulations. In addition to the regulations established above in section 12-2-10(B)(5)(a) through (j), any permitted use within the GRD-1 zoning district where alcoholic beverages are ordinarily sold is subject to the requirements of Chapter 7-4, Alcoholic Beverages, of this Code.
- (6) *Procedures for review of renovation, alterations, and additions to structures within the GRD-1 district.* The regulations and standards established in subsections 12-2-12(b)(1) through (5) above, shall apply to all plans for the renovation, alteration and addition to structures within the GRD-1 district.
  - a. Abbreviated review. Sign requests, paint colors, fencing, and emergency repairs which are consistent with the regulations and standards set forth in subsection 12-2-12(B) may be approved by letter to the building official from the board secretary and the chairman of the ~~Gateway Review Board~~ Planning Board. If agreement cannot be reached as it pertains to such request for abbreviated review by the board secretary and chairman, then the matter will be referred to the entire board for a decision.



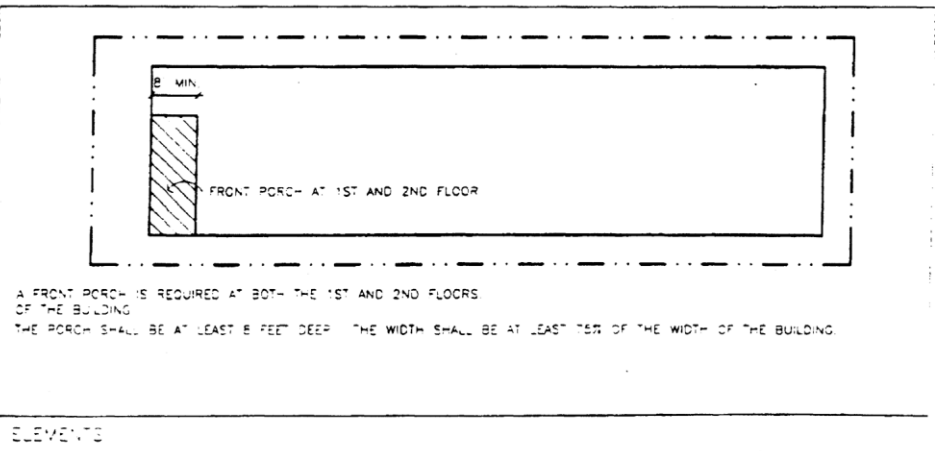
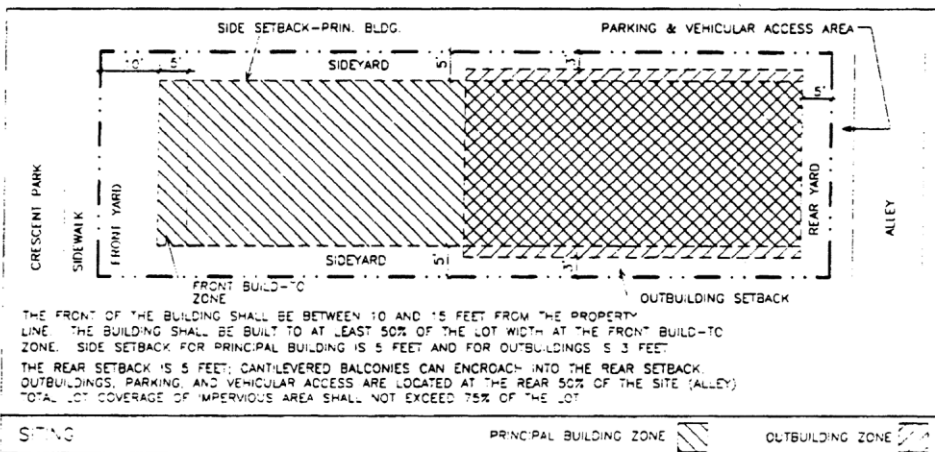
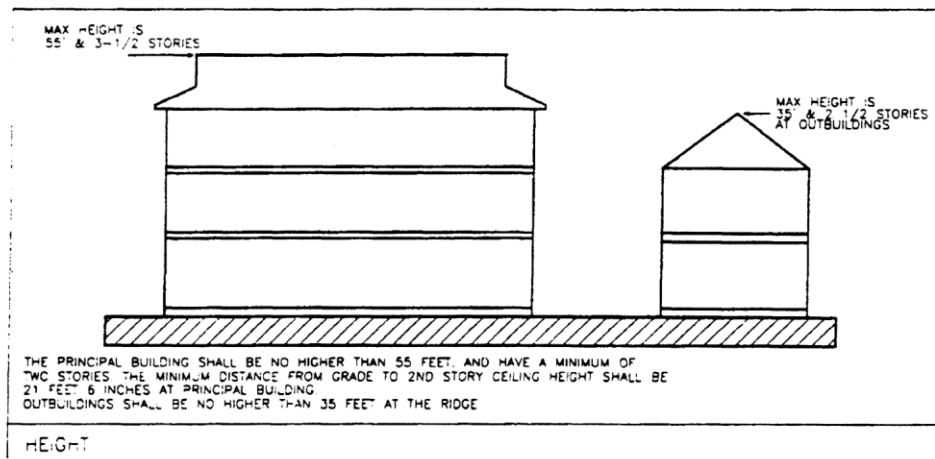
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ARAGON MAXIMUM HEIGHTS

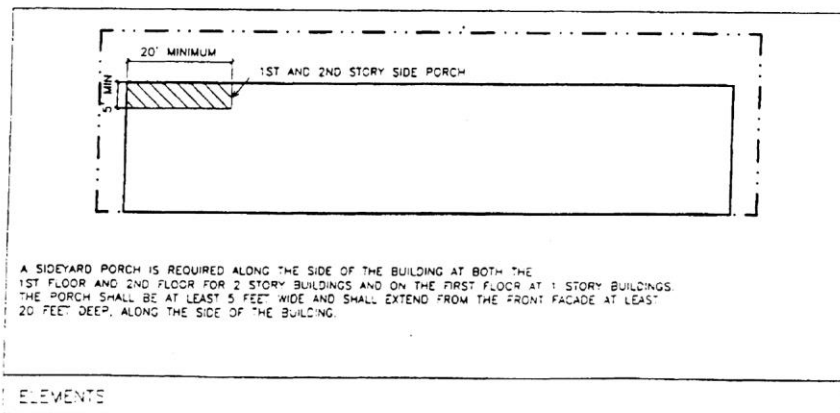
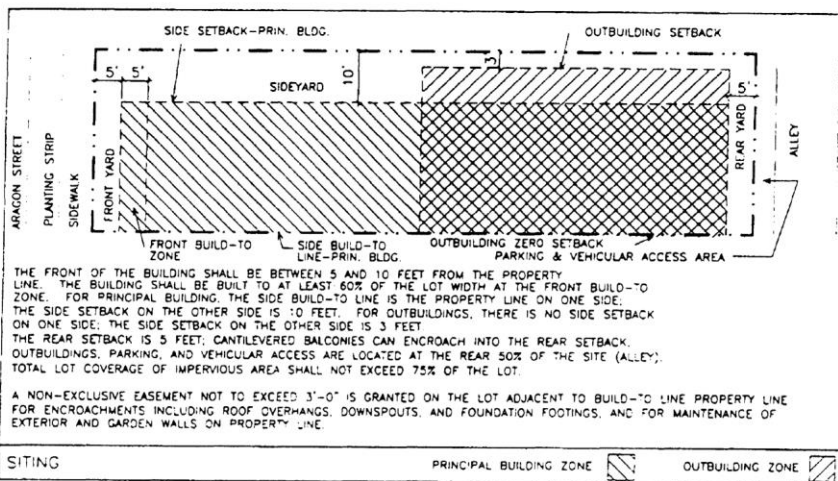
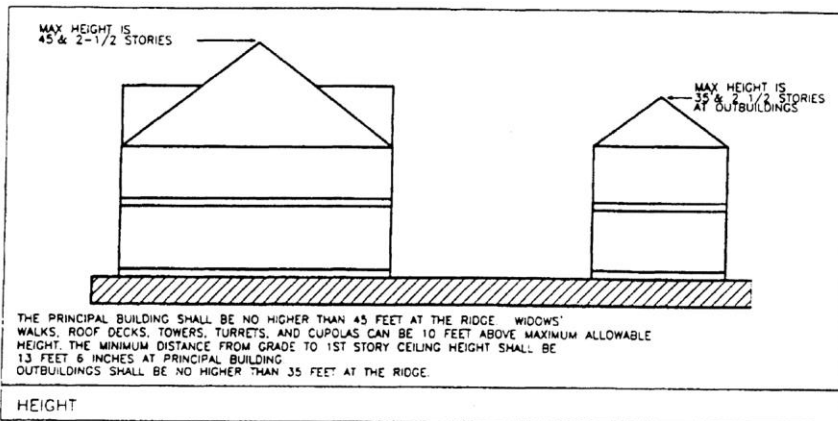


**ARAGON TOWNHOUSE—TYPE I**



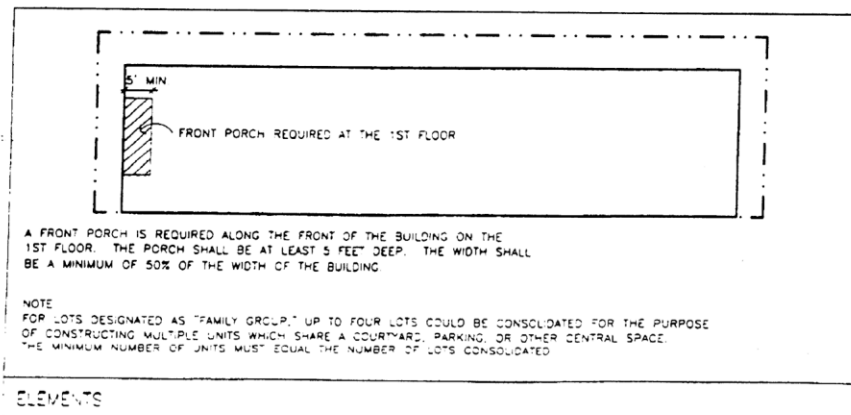
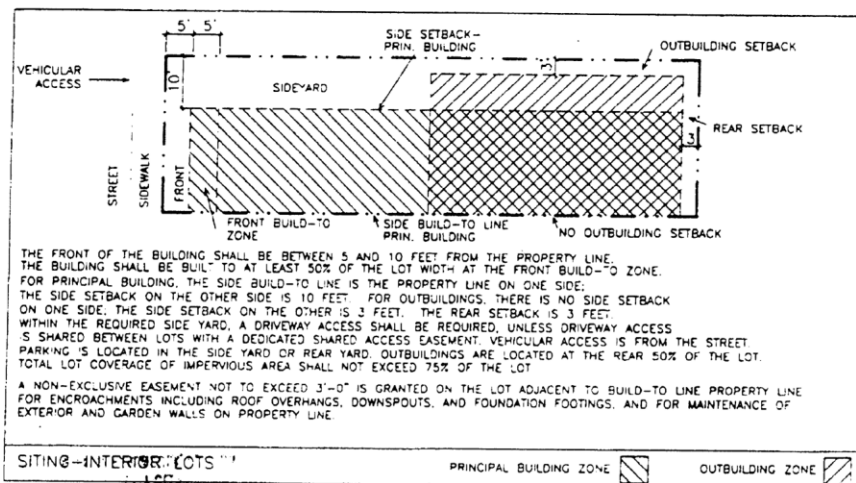
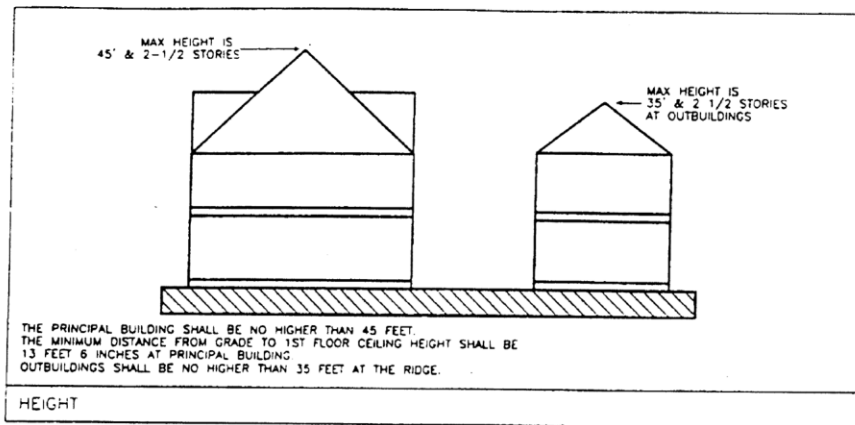


ARAGON PARK HOUSE—TYPE III

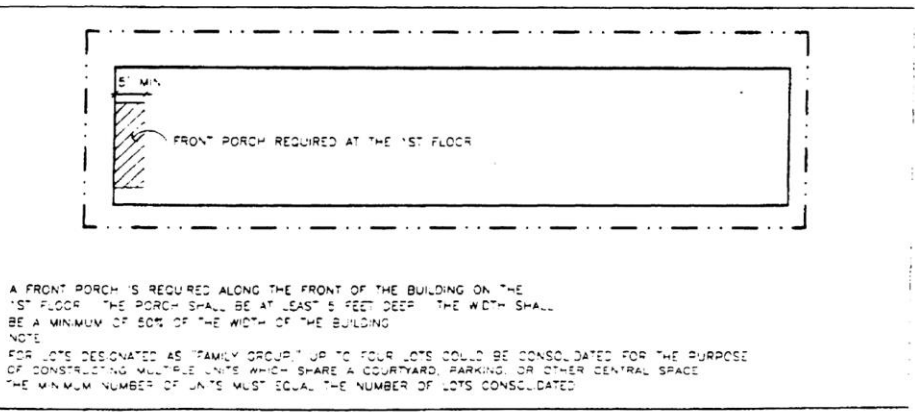
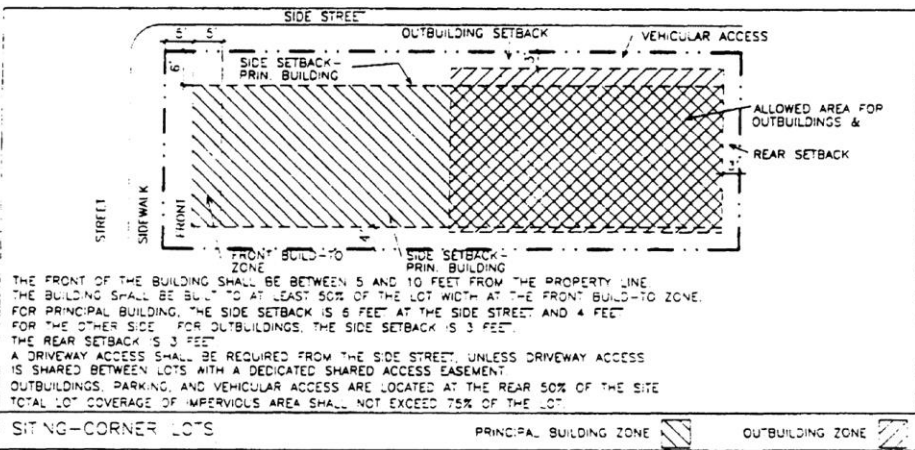
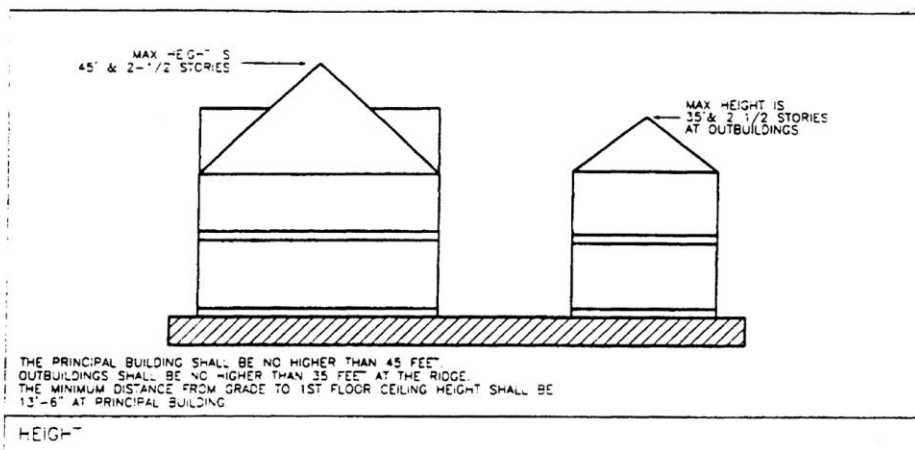


ARAGON SIDERYARD HOUSE WITH ALLEY ACCESS—TYPE IVA



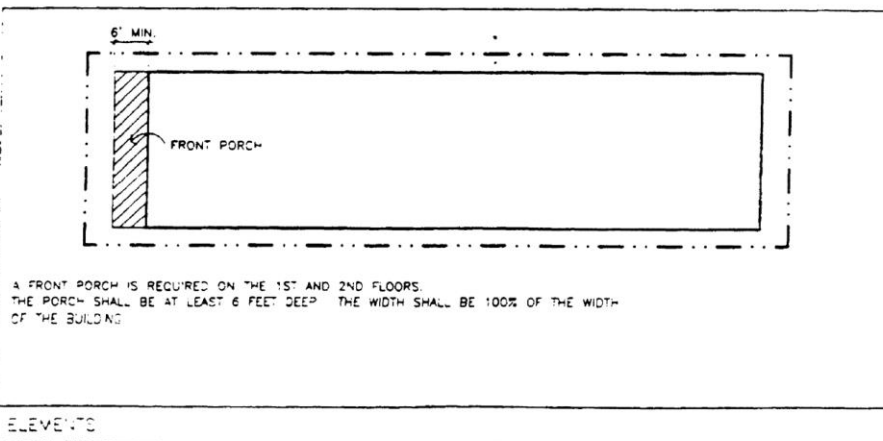
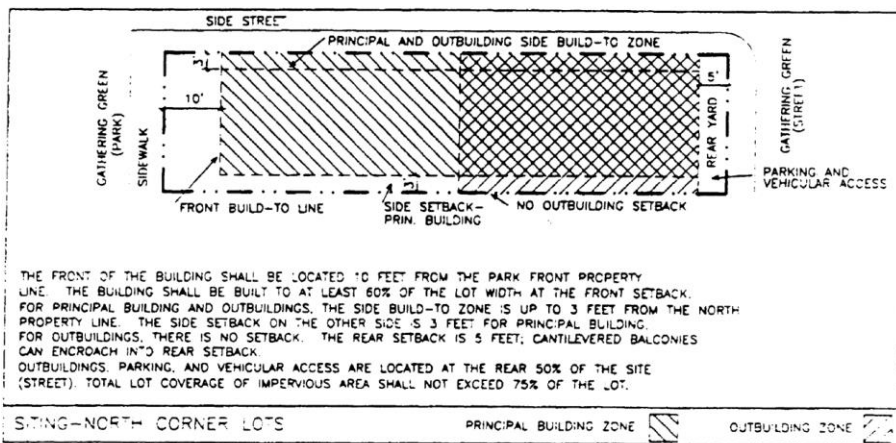
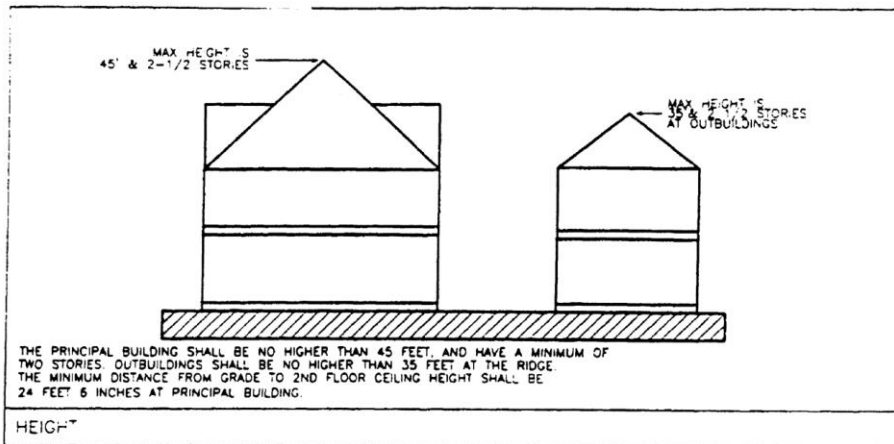


ARAGON SIDEYARD HOUSE WITH STREET ACCESS—TYPE IVB-INTERIOR LOTS



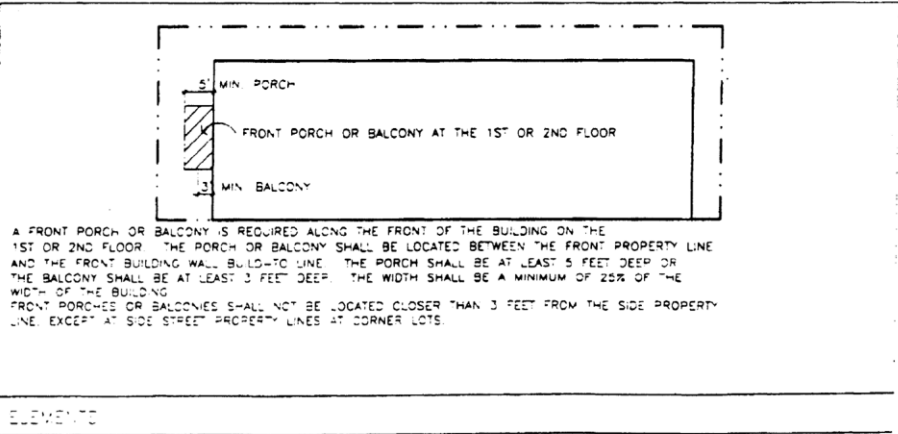
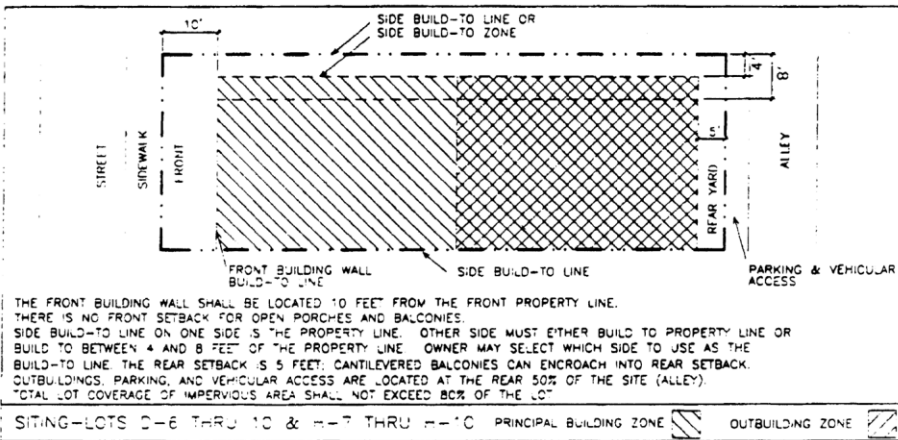
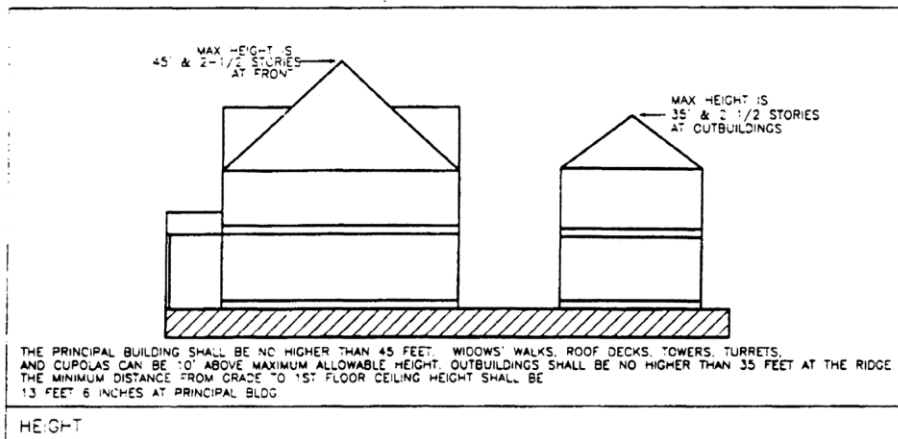
ELEMENTS

**ARAGON SIDEYARD HOUSE WITH STREET ACCESS—TYPE IVB-CORNER LOTS**

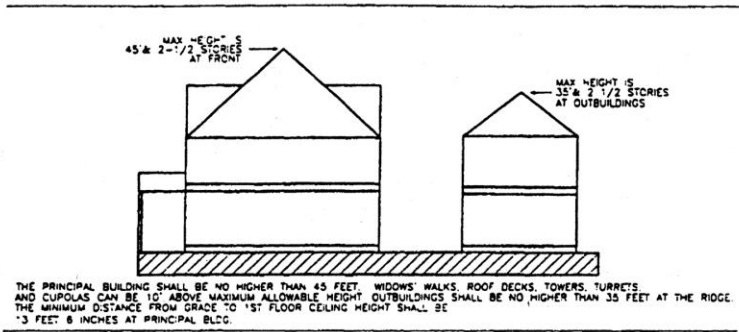


ARAGON SMALL COTTAGE—TYPE V-NORTH CORNER LOTS

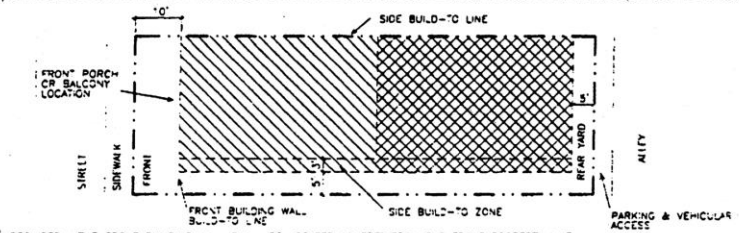




**ARAGON ROW HOUSE—TYPE VI—LOTS D-6 THRU 10 & H-7 THRU H-10**

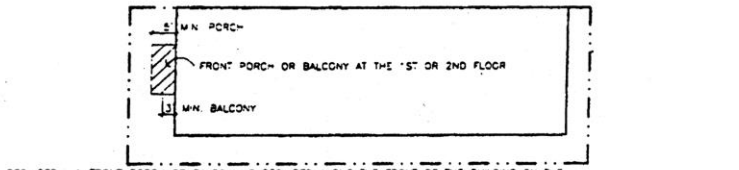


HEIGHT



REQUIRED: THE FRONT BUILDING WALL SHALL BE LOCATED 10 FEET FROM THE FRONT PROPERTY LINE. THERE IS NO FRONT SETBACK FOR OPEN PORCHES AND BALCONIES. SIDE BUILD-TO LINE ON EAST SIDE IS THE PROPERTY LINE. SIDE BUILD-TO ZONE ON THE WEST SIDE IS 5 TO 8 FEET FROM THE PROPERTY LINE. THE REAR SETBACK IS 5 FEET. CANTILEVERED BALCONIES CAN ENCRDACH INTO REAR SETBACK. OUTBUILDINGS, PARKING, AND VEHICULAR ACCESS ARE LOCATED AT THE REAR SIDE OF THE SITE (ALLEY). TOTAL LOT COVERAGE OF IMPERVIOUS AREA SHALL NOT EXCEED 60% OF THE LOT.

SITING-LOT -- 6      PRINCIPAL BUILDING ZONE      OUTBUILDING ZONE



REQUIRED: A FRONT PORCH OR BALCONY IS REQUIRED ALONG THE FRONT OF THE BUILDING ON THE 1ST OR 2ND FLOOR. THE PORCH OR BALCONY SHALL BE LOCATED BETWEEN THE FRONT PROPERTY LINE AND THE FRONT BUILDING WALL BUILD-TO LINE. THE PORCH SHALL BE AT LEAST 5 FEET DEEP OR THE BALCONY SHALL BE AT LEAST 3 FEET DEEP. THE WIDTH SHALL BE A MINIMUM OF 25% OF THE WIDTH OF THE BUILDING. FRONT PORCHES OR BALCONIES SHALL NOT BE LOCATED CLOSER THAN 3 FEET FROM THE SIDE PROPERTY LINE, EXCEPT AT SIDE STREET PROPERTY LINES AT CORNER LOTS.

ELEVATIONS

ARAGON ROW HOUSE—TYPE VI-LOT H-6

Sec. 12-13-2. - Planning board.

The planning board is hereby established.

- (A) Membership. The planning board shall consist of seven (7) members appointed by the city council. One (1) appointee shall be a licensed Florida Architect. No member shall be a paid employee or elected official of the city.
- (B) Term of office; removal from office; vacancies. Members of the planning board shall serve for terms of two (2) years or thereafter until their successors are appointed. Any member of the board may be removed from office during the two-year term for just cause by the city council upon written charges and after public hearing. Any vacancy occurring during the unexpired term of office of any member shall be filled by the city council for the remainder of the term. Such vacancy shall be filled within thirty (30) days after the vacancy occurs.
- (C) Officers; employees; technical assistance. The board shall elect a chairman and a vice-chairman from among its members and shall appoint as secretary a person of skill and experience in city planning who may be an officer or employee of the city. The board may create and fill such other offices as it may determine to be necessary for the conduct of its duties. Terms of all such offices shall be for one (1) year, with eligibility for reelection. The city engineer shall serve as chief engineer for the planning board. The board shall be authorized to call upon any branch of the city government at any time for information and advice which in the opinion of the board will ensure efficiency of its work.
- (D) Rules of procedure, meetings and records. The board shall adopt rules of procedure for the transaction of its business, and shall keep a record of its resolutions, transactions, findings and determinations. The board shall hold regular meetings once a month, and special meetings at such times as the board may determine or at the call of the chairman thereof, or the city planner for the consideration of business before the board. All regular and special meetings of the board shall be open to the public. A written record of the proceedings of the board shall be kept showing its actions on each question considered, and filed in the office of the secretary of the board. Any matter referred to the board shall be acted upon by the board within forty-five (45) days of the date of reference, unless a longer or shorter period is specified.
- (E) Vote required. Four (4) members of the board shall constitute a quorum, and the affirmative vote of majority of the quorum shall be necessary for any action thereof.
- (F) Authority and duties of the planning board. The planning board shall have the following authority and duties:
  - (a) To advise the city council concerning the preparation, adoption and amendment of the Comprehensive Plan;
  - (b) To review and recommend to the city council ordinances designed to promote orderly development as set forth in the Comprehensive Plan;
  - (c) To hear applications and submit recommendations to the city council on the following land use matters:
    - 1. Proposed zoning change of any specifically designated property;
    - 2. Proposed amendments to the overall zoning ordinance;
    - 3. Proposed subdivision plats;
    - 4. Proposed street/alley vacation.
  - (d) To initiate studies on the location, condition and adequacy of specific facilities of the area. These may include, but are not limited to, studies on housing, commercial and industrial facilities, parks, schools, public buildings, public and private utilities, traffic, transportation and parking;
  - (e) To schedule and conduct public meetings and hearings pertaining to land development as required in other sections of the code.

- (f) To grant zoning variances from the land development regulations of the Waterfront Redevelopment District and the Gateway Redevelopment District, under the conditions and safeguards provided in subsection 12-12-2(A)(2).
- (1) *Conditions for granting a zoning variance.* In order to authorize any zoning variance from the terms of this title, the board must find in addition to the conditions specified in subsection 12-12-2(A)(2):
- (a) That the variance granted will not detract from the architectural integrity of the development and of its surroundings;
  - (b) That the grant of the variance will be in harmony with general intent and purpose of this title and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.
  - (c) That the decision of the planning board is quasi-judicial in nature and is final subject to judicial review in accordance with subsection 12-13-2(F)(f)(4). Hearings on variance applications under section 12-13-2(F)(f) shall be conducted as a quasi-judicial hearing in accordance with the requirements of law.
- (2) *Hearing of variance applications.*
- (1) *Application procedure.*
- (a) An application for a variance must be submitted to planning services at least twenty-one (21) days prior to the regularly scheduled meeting of the planning board.
  - (b) The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.
  - (c) Any party may appear in person, by agent, or by attorney.
  - (d) Any application may be withdrawn prior to action of the planning board at the discretion of the applicant initiating the request upon written notice to the board secretary.
- (2) *Application submission requirements.* No application shall be considered complete until all of the following have been submitted:
- (a) The application shall be submitted on a form provided by the board secretary.
  - (b) The application shall be accompanied by an accurate site plan drawn to scale and such other information as may be reasonably requested to support the application.
  - (c) The applicant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable.
- (3) *Public notice for variance.*
- (a) A sign shall be prominently posted on the property to which the application pertains at least ten (10) days prior to the scheduled board meeting.
  - (b) Notice of the request(s) for variances shall be published by public notice advertised in a newspaper of general daily circulation published in the county at least ten (10) days prior to the scheduled board meeting.
  - (c) Planning services shall notify addresses within a three hundred-foot radius, as identified by the current Escambia County tax roll maps, of the property proposed for a variance with a public notice by post card, and appropriate homeowners association, at least ten (10) days prior to the board meeting. The public notice shall state the date, time and place of the board meeting.



The agenda will be mailed to the board members and applicants and other interested parties. The applicant or their authorized agent shall appear at the meeting in order for the request to be considered by the board.

- (4) *Judicial review of decision of planning board.* Any person or persons, jointly or severally, aggrieved by any quasi-judicial decision of the planning board on an application for a variance under section 12-13-2(F)(f), or the city, upon approval by the city council, may apply to the circuit court of the First Judicial Circuit of Florida within thirty (30) days after rendition of the decision by the planning board. Review in the circuit court shall be by petition for writ of certiorari or such other procedure as may be authorized by law.

(G) Procedure for submission of plans.

- (1) An application to erect, construct, renovate, demolish and/or alter an exterior of a building located or to be located in a district within the review authority of the Planning Board must be submitted to the Planning Services Division at least twenty-one (21) days prior to the regularly scheduled meeting of the Board.
- (2) The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.
- (3) No application shall be considered complete until all of the following have been submitted:
  - (a) The application shall be submitted on a form provided by the board secretary.
  - (b) Each application shall be accompanied by accurate site plans, floor plans, exterior building elevations and similar information drawn to scale in sufficient detail to meet the plan submission requirements specified within the gateway districts.
  - (c) The applicant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition of the application.
  - (d) Any party may appear in person, by agent, or by attorney.
  - (e) Any application may be withdrawn prior to action of the gateway review board at the discretion of the applicant initiating the request upon written notice to the board secretary.
- (H) Review and decision. The board shall promptly review such plans and shall render its decision on or before thirty-one (31) days from the date that plans are submitted to the board for review.
- (I) Notification, building permit. Upon receiving the order of the board, the secretary of the board shall thereupon notify the applicant of the decision of the board. If the board approves the plans, and if all other requirements of the city have been met, the building official may issue a permit for the proposed building. If the board disapproves the plans, the building official may not issue such a permit. In a case where the board has disapproved the plans, the secretary of the board shall furnish the applicant with a copy of the board's written order, together with a copy of any recommendations for changes necessary to be made before the board will reconsider the plans.
- (J) Reconsideration. The Planning board chairman or vice-chairman, together with the city planner acting as a committee, shall review any minor revisions to determine whether the revisions made are in accordance with the articles and minutes of the applicable meeting. If the minor revisions required do not conform with the above requirements, no action may be taken. If, for some unforeseen reason, compliance is impractical, the item will be resubmitted at the next regularly scheduled meeting.
- (K) Abbreviated review. Sign requests, paint colors, fencing, and emergency repairs which are consistent with the guidelines set forth in subsection 12-2-12(A), may be approved by letter to the building official from the board secretary and the chairman of the board. This provision is made in an effort to save the applicant and the board time for routine approval matters. If agreement cannot be reached as it pertains to such requests by the board secretary and chairman, then the matter will be referred to the board for a decision.

(L) Procedure for City Council review. Any person or entity whose property interests are substantially affected by a decision of the board may, within fifteen (15) days thereafter, apply to the city council for review of the board's decision. A written notice shall be filed with the city clerk requesting the council to review said decision. If the applicant obtains a building permit within the fifteen-day time period specified for review of a board decision, said permit may be subject to revocation and any work undertaken in accordance with said permit may be required to be removed. The appellant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition of the application

(Ord. No. 34-99, § 5, 9-9-99; Ord. No. 16-10, § 227, 9-9-10; Ord. No. 06-16, § 3, 2-11-16)

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Sec. 12-13-4. - Gateway Review Board. Reserved

- ~~(A) *Membership.* The Gateway Review Board shall be composed of the following members appointed by the city council: Three (3) members who own property within the district; Three (3) members representing the architectural, landscape architectural, engineering or building contracting profession who shall not own property within the district; and one member at large who does not own property in the district.~~
- ~~The three (3) members appointed to represent the architectural, landscape architectural, engineering and building contracting professions shall exercise all powers of the board pertaining to review and approval of plans within the GRD-1 district. If any such member is unable to participate in the review of any matter, the chairman of the board shall appoint another member of the board as a replacement for the review of such matter. Notwithstanding any provision in this section to the contrary, the attendance of and approving vote by two (2) such members shall be sufficient for the approval of any plan within the GRD-1 district.~~
- ~~(B) *Terms of office, vacancies, removal from office.* Members shall be appointed for a term of two (2) years, except in the case of an appointment to fill a vacancy for the two-year period in which event the appointment shall be for the unexpired term only. Any member of the board may be removed from office for just cause by the city council upon written charges and after public hearing.~~
- ~~(C) *Procedure for submission of plans.*~~
- ~~(1) An application to erect, construct, renovate, demolish and/or alter an exterior of a building located or to be located in a district within the review authority of the Gateway Review Board must be submitted to the community development department at least fourteen (14) days prior to the regularly scheduled meeting of the board.~~
  - ~~(2) The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.~~
  - ~~(3) No application shall be considered complete until all of the following have been submitted:
    - ~~(a) The application shall be submitted on a form provided by the board secretary.~~
    - ~~(b) Each application shall be accompanied by accurate site plans, floor plans, exterior building elevations and similar information drawn to scale in sufficient detail to meet the plan submission requirements specified within the gateway districts.~~
    - ~~(c) The applicant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition of the application.~~
    - ~~(d) Any party may appear in person, by agent, or by attorney.~~
    - ~~(e) Any application may be withdrawn prior to action of the Gateway Review Board at the discretion of the applicant initiating the request upon written notice to the board secretary.~~~~
- ~~(D) *Review and decision.* The board shall promptly review such plans and shall render its decision on or before thirty-one (31) days from the date that plans are submitted to the board for review.~~
- ~~(E) *Notification, building permit.* Upon receiving the order of the board, the secretary of the board shall thereupon notify the applicant of the decision of the board. If the board approves the plans, and if all other requirements of the city have been met, the building official may issue a permit for the proposed building. If the board disapproves the plans, the building official may not issue such a permit. In a case where the board has disapproved the plans, the secretary of the board shall furnish the applicant with a copy of the board's written order, together with a copy of any recommendations for changes necessary to be made before the board will reconsider the plans.~~
- ~~(F) *Failure to review plans.* If no action upon plans submitted to the board has been taken at the expiration of thirty-one (31) days from the date of submission of the plans to the board for review, such plans~~

shall be deemed to have been approved, and if all other requirements of the city have been met, the building inspection superintendent may issue a permit for the proposed building.

- (G) ~~Reconsideration.~~ The Gateway Review Board chairman or vice-chairman, together with the city planner acting as a committee, shall review any minor revisions to determine whether the revisions made are in accordance with the articles and minutes of the applicable meeting. If the minor revisions required do not conform with the above requirements, no action may be taken. If, for some unforeseen reason, compliance is impractical, the item will be resubmitted at the next regularly scheduled meeting.
- (H) ~~Abbreviated review.~~ Sign requests, paint colors, fencing, and emergency repairs which are consistent with the guidelines set forth in subsection 12-2-12(A), may be approved by letter to the building official from the board secretary and the chairman of the board. This provision is made in an effort to save the applicant and the board time for routine approval matters. If agreement cannot be reached as it pertains to such requests by the board secretary and chairman, then the matter will be referred to the board for a decision.
- (I) ~~Voting.~~ No meeting shall be held without at least four (4) board members present. All decisions may be rendered by a simple majority of the board members present and voting.
- (J) ~~Procedure for review.~~ Any person or entity whose property interests are substantially affected by a decision of the board may, within fifteen (15) days thereafter, apply to the city council for review of the board's decision. A written notice shall be filed with the city clerk requesting the council to review said decision. If the applicant obtains a building permit within the fifteen-day time period specified for review of a board decision, said permit may be subject to revocation and any work undertaken in accordance with said permit may be required to be removed. The appellant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition of the application.
- (K) ~~Authority and duties of the Gateway Review Board.~~ The Gateway Review Board shall have the authority and duty to approve or disapprove plans for buildings to be erected, renovated or razed which are located, or are to be located, within the gateway redevelopment district under the conditions and safeguards provided in subsection 12-12-2(A)(2) and to grant zoning variances from the land development regulations of the gateway redevelopment district, under the conditions and safeguards provided in subsection 12-12-2(A)(2). Review by the Gateway Review Board of applications for zoning variances shall be as provided for under section 12-13-4 (K) herein.
- (1) ~~Conditions for granting a zoning variance.~~ In order to authorize any zoning variance from the terms of this title, the Gateway Review Board must find in addition to the conditions specified in subsection 12-12-2(A)(2):
- (a) ~~That the variance granted will not detract from the architectural integrity of the development and of its surroundings; and~~
  - (b) ~~That the grant of the variance will be in harmony with general intent and purpose of this title and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.~~
  - (c) ~~That the decision of the Gateway Review Board is quasi-judicial in nature and is final subject to judicial review in accordance with subsection 12-13-4(K)(4). Hearings on variance applications under section 12-13-4(K) shall be conducted as a quasi-judicial hearing in accordance with the requirements of law.~~
- (2) ~~Hearing of variance applications.~~
- (1) ~~Application procedure.~~
    - (a) ~~An application for variance must be submitted to planning services at least twenty-one (21) days prior to the regularly scheduled meeting of the Gateway Review Board.~~
    - (b) ~~The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.~~

- ~~(c) Any party may appear in person, by agent, or by attorney.~~
- ~~(d) Any application may be withdrawn prior to action of the Gateway Review Board at the discretion of the applicant initiating the request upon written notice to the board secretary.~~
- ~~(2) Application submission requirements. No application shall be considered complete until all of the following have been submitted:~~
  - ~~(a) The application shall be submitted on a form provided by the board secretary.~~
  - ~~(b) The application shall be accompanied by an accurate site plan drawn to scale and such other information as may be reasonably requested to support the application.~~
  - ~~(c) The applicant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable.~~
- ~~(3) Public notice for variance.~~
  - ~~(a) A sign shall be prominently posted on the property to which the application pertains at least ten (10) days prior to the scheduled board meeting.~~
  - ~~(b) Notice of the request(s) for variances shall be published by public notice advertised in a newspaper of general daily circulation published in the county at least ten (10) days prior to the scheduled board meeting.~~
  - ~~(c) Planning Services shall notify addresses within a three hundred foot radius, as identified by the current Escambia County tax roll maps, of the property proposed for a variance with a public notice by post card, and appropriate homeowners association, at least ten (10) days prior to the board meeting. The public notice shall state the date, time and place of the board meeting.~~

The agenda will be mailed to the board members and applicants and other interested parties. The applicant or their authorized agent shall appear at the meeting in order for the request to be considered by the board.
- ~~(4) Judicial review of decision of Gateway Review Board. Any person or persons, jointly or severally, aggrieved by any quasi-judicial decision of the Gateway Review Board under section 12-13-4(K), or the city, upon approval by the city council, may apply to the circuit court of the First Judicial Circuit of Florida within thirty (30) days after rendition of the decision by the Gateway Review Board. Review in the circuit court shall be by petition for writ of certiorari or such other procedure as may be authorized by law.~~

~~(Ord. No. 33-98, § 3, 9-10-98; Ord. No. 12-09, § 4, 4-9-09; Ord. No. 16-10, § 229, 9-9-10; Ord. No. 06-16, § 4, 2-11-16)~~

Sec. 12-13-4. - Gateway Review Board. Reserved

- ~~(A) *Membership.* The Gateway Review Board shall be composed of the following members appointed by the city council: Three (3) members who own property within the district; Three (3) members representing the architectural, landscape architectural, engineering or building contracting profession who shall not own property within the district; and one member at large who does not own property in the district.~~

~~The three (3) members appointed to represent the architectural, landscape architectural, engineering and building contracting professions shall exercise all powers of the board pertaining to review and approval of plans within the GRD-1 district. If any such member is unable to participate in the review of any matter, the chairman of the board shall appoint another member of the board as a replacement for the review of such matter. Notwithstanding any provision in this section to the contrary, the attendance of and approving vote by two (2) such members shall be sufficient for the approval of any plan within the GRD-1 district.~~

- ~~(B) *Terms of office, vacancies, removal from office.* Members shall be appointed for a term of two (2) years, except in the case of an appointment to fill a vacancy for the two-year period in which event the appointment shall be for the unexpired term only. Any member of the board may be removed from office for just cause by the city council upon written charges and after public hearing.~~

- ~~(C) *Procedure for submission of plans.*~~

~~(1) An application to erect, construct, renovate, demolish and/or alter an exterior of a building located or to be located in a district within the review authority of the Gateway Review Board must be submitted to the community development department at least fourteen (14) days prior to the regularly scheduled meeting of the board.~~

~~(2) The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.~~

~~(3) No application shall be considered complete until all of the following have been submitted:~~

~~(a) The application shall be submitted on a form provided by the board secretary.~~

~~(b) Each application shall be accompanied by accurate site plans, floor plans, exterior building elevations and similar information drawn to scale in sufficient detail to meet the plan submission requirements specified within the gateway districts.~~

~~(c) The applicant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition of the application.~~

~~(d) Any party may appear in person, by agent, or by attorney.~~

~~(e) Any application may be withdrawn prior to action of the Gateway Review Board at the discretion of the applicant initiating the request upon written notice to the board secretary.~~

- ~~(D) *Review and decision.* The board shall promptly review such plans and shall render its decision on or before thirty-one (31) days from the date that plans are submitted to the board for review.~~

- ~~(E) *Notification, building permit.* Upon receiving the order of the board, the secretary of the board shall thereupon notify the applicant of the decision of the board. If the board approves the plans, and if all other requirements of the city have been met, the building official may issue a permit for the proposed building. If the board disapproves the plans, the building official may not issue such a permit. In a case where the board has disapproved the plans, the secretary of the board shall furnish the applicant with a copy of the board's written order, together with a copy of any recommendations for changes necessary to be made before the board will reconsider the plans.~~

- ~~(F) *Failure to review plans.* If no action upon plans submitted to the board has been taken at the expiration of thirty-one (31) days from the date of submission of the plans to the board for review, such plans~~

~~shall be deemed to have been approved, and if all other requirements of the city have been met, the building inspection superintendent may issue a permit for the proposed building.~~

- ~~(G) *Reconsideration.* The Gateway Review Board chairman or vice-chairman, together with the city planner acting as a committee, shall review any minor revisions to determine whether the revisions made are in accordance with the articles and minutes of the applicable meeting. If the minor revisions required do not conform with the above requirements, no action may be taken. If, for some unforeseen reason, compliance is impractical, the item will be resubmitted at the next regularly scheduled meeting.~~
- ~~(H) *Abbreviated review.* Sign requests, paint colors, fencing, and emergency repairs which are consistent with the guidelines set forth in subsection 12-2-12(A), may be approved by letter to the building official from the board secretary and the chairman of the board. This provision is made in an effort to save the applicant and the board time for routine approval matters. If agreement cannot be reached as it pertains to such requests by the board secretary and chairman, then the matter will be referred to the board for a decision.~~
- ~~(I) *Voting.* No meeting shall be held without at least four (4) board members present. All decisions may be rendered by a simple majority of the board members present and voting.~~
- ~~(J) *Procedure for review.* Any person or entity whose property interests are substantially affected by a decision of the board may, within fifteen (15) days thereafter, apply to the city council for review of the board's decision. A written notice shall be filed with the city clerk requesting the council to review said decision. If the applicant obtains a building permit within the fifteen-day time period specified for review of a board decision, said permit may be subject to revocation and any work undertaken in accordance with said permit may be required to be removed. The appellant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable irrespective of the final disposition of the application.~~
- ~~(K) *Authority and duties of the Gateway Review Board.* The Gateway Review Board shall have the authority and duty to approve or disapprove plans for buildings to be erected, renovated or razed which are located, or are to be located, within the gateway redevelopment district under the conditions and safeguards provided in subsection 12-12-2(A)(2) and to grant zoning variances from the land development regulations of the gateway redevelopment district, under the conditions and safeguards provided in subsection 12-12-2(A)(2). Review by the Gateway Review Board of applications for zoning variances shall be as provided for under section 12-13-4 (K) herein.~~
  - ~~(1) *Conditions for granting a zoning variance.* In order to authorize any zoning variance from the terms of this title, the Gateway Review Board must find in addition to the conditions specified in subsection 12-12-2(A)(2):~~
    - ~~(a) That the variance granted will not detract from the architectural integrity of the development and of its surroundings; and~~
    - ~~(b) That the grant of the variance will be in harmony with general intent and purpose of this title and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.~~
    - ~~(c) That the decision of the Gateway Review Board is quasi-judicial in nature and is final subject to judicial review in accordance with subsection 12-13-4(K)(4). Hearings on variance applications under section 12-13-4(K) shall be conducted as a quasi-judicial hearing in accordance with the requirements of law.~~
  - ~~(2) *Hearing of variance applications.*~~
    - ~~(1) *Application procedure.*~~
      - ~~(a) An application for variance must be submitted to planning services at least twenty-one (21) days prior to the regularly scheduled meeting of the Gateway Review Board.~~
      - ~~(b) The application shall be scheduled for hearing only upon determination that the application complies with all applicable submission requirements.~~
      - ~~(c) Any party may appear in person, by agent, or by attorney.~~

- ~~(d) Any application may be withdrawn prior to action of the Gateway Review Board at the discretion of the applicant initiating the request upon written notice to the board secretary.~~
- ~~(2) Application submission requirements. No application shall be considered complete until all of the following have been submitted:~~
- ~~(a) The application shall be submitted on a form provided by the board secretary.~~
  - ~~(b) The application shall be accompanied by an accurate site plan drawn to scale and such other information as may be reasonably requested to support the application.~~
  - ~~(c) The applicant shall be required to pay an application fee according to the current schedule of fees established by the city council for the particular category of application. This fee shall be nonrefundable.~~
- ~~(3) Public notice for variance.~~
- ~~(a) A sign shall be prominently posted on the property to which the application pertains at least ten (10) days prior to the scheduled board meeting.~~
  - ~~(b) Notice of the request(s) for variances shall be published by public notice advertised in a newspaper of general daily circulation published in the county at least ten (10) days prior to the scheduled board meeting.~~
  - ~~(c) Planning Services shall notify addresses within a three hundred foot radius, as identified by the current Escambia County tax roll maps, of the property proposed for a variance with a public notice by post card, and appropriate homeowners association, at least ten (10) days prior to the board meeting. The public notice shall state the date, time and place of the board meeting.~~
- ~~The agenda will be mailed to the board members and applicants and other interested parties. The applicant or their authorized agent shall appear at the meeting in order for the request to be considered by the board.~~
- ~~(4) Judicial review of decision of Gateway Review Board. Any person or persons, jointly or severally, aggrieved by any quasi-judicial decision of the Gateway Review Board under section 12-13-4(K), or the city, upon approval by the city council, may apply to the circuit court of the First Judicial Circuit of Florida within thirty (30) days after rendition of the decision by the Gateway Review Board. Review in the circuit court shall be by petition for writ of certiorari or such other procedure as may be authorized by law.~~

~~(Ord. No. 33-98, § 3, 9-10-98; Ord. No. 12-09, § 4, 4-9-09; Ord. No. 16-10, § 229, 9-9-10; Ord. No. 06-16, § 4, 2-11-16)~~



Sec. 12-2-45. - Siting of rooftop mounted antennas.

(A) *Commercial communications antennas.*

- (1) Rooftop mounted commercial communications antennas may be installed, erected or constructed in the Governmental Center District, the Palafox Historic Business District and the Gateway Redevelopment District, subject to the review and approval of the appropriate review board based on the following standards:
  - (a) Rooftop mounted commercial communications antennas shall not exceed the height of twenty (20) feet above the existing roofline of the building;
  - (b) Antenna support structures shall be set back from the outer edge of the roof a distance equal to or greater than ten (10) percent of the rooftop length and width;
  - (c) Such structures shall be the same color as the predominant color of the exterior of the top floor of the building, and/or the penthouse structure;
  - (d) Where technically possible, microwave antennas shall be constructed of open mesh design rather than solid material;
  - (e) Where possible, the design elements of the building (i.e., parapet wall, screen enclosures, other mechanical equipment) shall be used to screen the commercial communications antenna. Such rooftop mounted commercial communications antennas, which comply with the above standards and are approved by the appropriate review board, are exempt from the review and approval process set forth in subsection 12-2-45(A)(3), below.
- (2) Rooftop mounted commercial communications antennas located in commercial and industrial zones outside the special districts identified in subsection 12-2-45(A)(1), will be permitted if such structures are determined to be in compliance with the standards set forth in subsection 12-2-45(A)(1)(a) through (e) by the building inspection department. Rooftop mounted commercial communications antennas which do not comply with said standards shall be subject to the review and approval process outlined in subsection 12-2-45(A)(3), below.
- (3) City staff approval of plans. The city planning department and building inspection department shall approve the plans if they find:

- (a) That the height and mass of the antenna shall not exceed that which is essential for its intended use and public safety; and
- (b) That the proposed antenna support structure meets the applicable co-location requirements as specified in subsection 12-2-44(D); and
- (c) That the proposed antenna support structure has been approved by the FAA, if required; and
- (d) That there exists no other communications tower or antenna support structure that can reasonably serve the needs of the owner of the proposed rooftop mounted antenna; and
- (e) That the proposed antenna or antenna support structure is not designed in such a manner as to result in needless height, mass and guy-wire supports, and
- (f) That the color of the proposed antenna shall be of such light tone as to minimize its visual impact, and blend into the surrounding environment; and
- (g) That the proposed antenna shall fully comply with all applicable building codes, safety codes, and local ordinances.

(4) Consultant expense. Costs incurred by the city for the use of outside consultants, both legal and technical, in the review of applications and plans for the installation of antennas and support structures shall be reimbursed to the city by the applicant.

(B) *Personal wireless antennas.*

- (1) Permitted locations. Rooftop mounted personal wireless antennas may be installed in zoning districts R-1AAAAA, R-1AAAA, R-1AAA, R-1AA, R-1A, R-ZL, R-2A, R-2, R-NC, C-1, C-2A, C-2, R-C, C-3, M-1, and M-2 and in the Pensacola Historic District, the North Hill Preservation District, the Old East Hill Preservation District, the Governmental Center District, the Palafox Historic Business District, the South Palafox Business District, the Waterfront Redevelopment District, the Gateway Redevelopment District and the Airport Land Use District, provided that they are mounted on structures over forty (40) feet in height and have been approved by any applicable review board.
- (2) Structures. Personal wireless antennas not mounted on communications towers may be installed as an ancillary use to any commercial, industrial, office, institutional,

multi-family or public utility structure, or permanent nonaccessory sign.

- (3) Conditional use. Rooftop mounted personal wireless antennas may be permitted by conditional use approval, as provided in section 12-2-79, on structures less than forty (40) feet in height or on any lot whose primary use is as a single-family dwelling. In addition, personal wireless antennas shall not be installed, erected or constructed on any lot within three hundred (300) feet of Bayou Texar, Escambia Bay, Pensacola Bay or the Pensacola Historic District except in accordance with a conditional use permit.
- (4) Inventory of existing sites. Each applicant for permission to install a personal wireless antenna shall provide to the city an inventory of its existing towers, antennas, or sites approved for towers or antennas, that are either within the jurisdiction of the city or within one (1) mile of the border thereof, including specific information about the location, height and design of each tower. The planning department may share such information with other applicants applying for administrative approvals or conditional use permits under this section and with other organizations seeking to locate antennas within the city, provided, however that the planning department shall not, by sharing such information, be deemed to be in any way representing or warranting that such sites are available or suitable.
- (5) Plans approved.
  - (a) Review. Installation of personal wireless antennas and associated equipment cabinets must be reviewed and approved by the city planning department and building inspection department pursuant to the standards set forth in this section. Installations of personal wireless antennas and associated equipment cabinets in the Pensacola Historic District, the North Hill Preservation District, the Old East Hill Preservation District, the Governmental Center District and the Palafox Historic Business District must be approved by the Architectural Review Board in accordance with the standards applicable to the relevant district, in addition to the requirements of subsection (6) below. Installation of personal wireless antennas and accessory equipment within the Gateway Redevelopment District must be approved by the ~~Gateway Review Board~~ Planning Board. Installations of personal wireless

antennas and associated equipment cabinets in the Airport Land Use District must be approved by the city council after consultation with the Pensacola Regional Airport. Installation of personal wireless antennas on personal wireless towers shall be governed by section 12-2-44.

- (b) Contents of plans. Each applicant for a permit to install a personal wireless antenna shall submit a design plan showing how the applicant proposes to comply with the requirements of this section. Applicants shall make appropriate use of stealth technology and shall describe their plans for doing so.
- (6) Site design standards. All installations of personal wireless antennas and associated equipment cabinets shall comply with the following requirements:
- (a) No personal wireless antennas or associated equipment cabinets shall be installed on any lot whose primary use is as a single-family dwelling.
  - (b) No personal wireless antenna shall be installed on any structure that is less than forty (40) feet in height.
  - (c) No personal wireless antenna shall be mounted so as to extend more than twenty (20) feet above the highest point of the structure on which it is mounted.
  - (d) Equipment cabinets shall be completely screened from view by compatible solid wall or fence, except when a ground-mounted cabinet, or combination of all ground-mounted cabinets on a site, is smaller than one hundred eighty (180) cubic feet. Equipment cabinets smaller than one hundred eighty (180) cubic feet may not be required to be screened from view if the cabinets have been designed with a structure, material, colors or detailing that are compatible with the character of the area.
  - (e) All equipment cabinets with air conditioning units shall be enclosed by walls, if located within three hundred (300) feet of existing single-family detached homes.
  - (f) Any exterior lighting within a wall shall be mounted on poles or on the building wall below the height of the screening fence or wall.

- (g) Rooftop-mounted equipment cabinets shall be screened from off-site views to the extent possible by solid screen walls or the building parapet.
  - (h) Building-mounted personal wireless antennas shall be mounted a minimum of two (2) feet below the top of the parapet, shall be extended no more than twelve (12) inches from the face of the building, and shall be either covered or painted to match the color and texture of the building, as approved by the planning department. Where a building has a penthouse, a rooftop structure containing or screening existing equipment, or other structure set back from the outer perimeter of the building, building-mounted antennas shall be mounted on such structure rather than the outer parapet, if feasible.
  - (i) Building-mounted equipment, which is part of a new structural addition on top of a roof, shall not exceed heights allowed by this chapter and shall be either covered or painted to match the color and texture of the building, as approved by the planning department.
  - (j) The support structure for antenna arrays shall be minimized as much as possible, while maintaining structural integrity.
  - (k) All installations of personal wireless facilities shall comply with all applicable building codes and all applicable FCC and FAA regulations.
- (7) Stealth technology. In addition to the site design standards required by subsection 12-2-45(B)(6), the planning department and any applicable review board may impose additional requirements for stealth technology, depending on the nature and location of the planned installation and the character of the surrounding area.
- (8) Removal of unused antennas. If a personal wireless antenna is no longer being used for its original intended purpose, the owner of the antenna shall notify the city in writing within thirty (30) days after the use of the antenna ceases. An antenna shall be considered abandoned if it has not been used for its original intended purpose for more than one hundred eighty (180) days. The city may require the owner of any abandoned antenna to remove the antenna and any associated equipment cabinets at the owner's expense within thirty (30) days after written notice from the city. The owner shall restore the site to a condition as good as or better than its condition prior to installation of the antenna and the equipment cabinet.

If the owner of an abandoned antenna fails to remove the antenna and any associated equipment within thirty (30) days, the city may remove the antenna and the equipment and place a lien on the property for the amount required to reimburse the costs of removal.

- (9) Siting on city property. Personal wireless antennas to be located on city property shall be exempt from the provisions of this section, provided that the owner of the antenna enters into a lease with the city providing for the payment of compensation and compliance with such conditions, including, without limitation, requirements for co-location and stealth technology, that the city deems reasonable in light of the character of the site and the surrounding area.

(Ord. No. 33-95, § 6, 8-10-95; Ord. No. 12-98, § 1, 3-26-98;  
Ord. No. 27-98, § 3, 7-23-98; Ord. No. 09-02, § 1, 3-14-02)

Sec. 12-2-81. - Development plan requirements.

- (A) *Development requiring development plans.* All development described herein shall submit development plans which comply with requirements established in paragraphs (C) and (D) of this section. These development plans must comply with design standards and are encouraged to follow design guidelines as established in section 12-2-82.
- (1) *Non-residential parking in R-1AAA, R-1AA, R-1A, R-ZL, R-2A, R-2, PR-1AAA, and PR-2 zoning districts.* A development plan shall be submitted and the following process shall be used for the foregoing uses:
- (a) A pre-application conference will be held at which time a decision will be made as to which elements of the final development plan are applicable to the review of a specific use.
  - (b) Applicant files an application with the Department of Planning and Neighborhood Development and submits eleven (11) copies of the final plan.
  - (c) Within five (5) working days of filed application, Department of Planning and Neighborhood Development prepares and furnishes to applicant mailing labels for all property owners within three hundred (300) feet of development. Applicant must mail a letter describing the development and, if necessary, a map or other graphic information to all property owners within three hundred (300) feet of the development, at least fifteen (15) days prior to the planning board public hearing.
  - (d) Submit final development plan thirty (30) days prior to the planning board public hearing.
  - (e) Planning board conducts a public hearing and makes the final decision about the plan.
  - (f) Any person aggrieved by a decision of the planning board may, within fifteen (15) days thereafter apply to the city council for review of the board's decision.
- (2) *New development within the: conservation, airport (except single-family in an approved subdivision), waterfront redevelopment, business, interstate corridor and the governmental center (except for single-family or duplex residential) districts; multi-family developments over thirty-five (35) feet in height within the R-2A district; buildings over forty-five (45) feet in height in the R-2, R-NC and C-1 districts.* A development plan shall

be submitted and the following process shall be used for the review of these developments:

- (a) A pre-application conference is held, at which time a decision will be made as to whether a separate preliminary and final development plan shall be submitted, or if a combined preliminary and final plan shall be submitted.
  - (b) Applicant submits eleven (11) copies of the preliminary plan or combined preliminary/final development plan to the Department of Planning and Neighborhood Development thirty (30) working days prior to the planning board meeting.
  - (c) Planning board meeting is held. If the project is located in the gateway redevelopment district, the planning board forwards the plan to the ~~Gateway Review Board~~ Planning Board. Otherwise, the plan is forwarded to the appropriate city council committee.
  - (d) The appropriate city council committee meets and a recommendation for the plan is forwarded to city council.
  - (e) City council holds a public meeting. If a combined preliminary/final development plan was submitted, the final decision will be made at this meeting.
  - (f) Applicant submits final plan to the planning board.
  - (g) A planning board meeting is held and the final plan is forwarded to the appropriate city council committee.
  - (h) The appropriate city council committee meets and a recommendation for the final plan is forwarded to city council.
  - (i) City council holds a public meeting and makes the final decision about the plan.
- (3) *Conditional uses, special planned developments, major revisions to SSD's and exceptions to the four thousand (4,000) square foot maximum area for a commercial use in an R-NC district* shall require a development plan and the following process shall be used for the review of these developments:

Preliminary plan or combined preliminary/final plan:

- (a) A pre-application conference is held, at which time a decision will be made as to whether a separate preliminary and final development plan shall be



submitted, or if a combined preliminary and final development plan shall be submitted.

- (b) Applicant submits eleven (11) copies of the preliminary plan or combined preliminary/final development plan to the Department of Planning and Neighborhood Development thirty (30) days prior to the planning board meeting.
- (c) The community development department shall notify property owners within a five hundred-foot radius, as identified by the current Escambia County tax roll, of the property proposed for development with a public notice (post card prepared by Department of Planning and Neighborhood Development), at least five (5) days prior to the board meeting. The public notice shall state the date, time and place of the board meeting. Notice shall be at the expense of the applicant.
- (d) Planning board meeting is held. If the project is located in the gateway redevelopment district, the planning board forwards the plan to the ~~Gateway Review Board~~ Planning Board. Otherwise, the preliminary or combined preliminary/final plan is forwarded to city council for review and action.
- (e) The city clerk shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting.
- (f) The community development department shall mail a letter describing the development and, if necessary, a map or other graphic information to all property owners within five hundred (500) feet of the development, at least thirty (30) days prior to the city council public hearing.
- (g) A public notice shall be published in a local newspaper of general distribution stating the time, place and purpose of the hearing at least ten (10) days prior to the public hearing.
- (h) City council holds a public hearing. If a combined preliminary/final development plan was submitted, the final decision will be made at this meeting.

Final plan:

- (i) Applicant submits eleven (11) copies of the final plan to the Department of Planning and Neighborhood Development thirty (30) days prior to the planning board meeting.

- (j) Public notification of the planning board meeting shall be the same as for the preliminary plan.
- (k) A planning board meeting is held and the final plan is forwarded to city council for review and action.
- (l) The city clerk shall set a date for a public hearing to be conducted during a regularly scheduled city council meeting.
- (m) Public notification of the city council public hearing shall be the same as for the preliminary plan.
- (n) City council conducts a public hearing and makes the final decision.

(B) *General conditions, procedures and standards.*

- (1) *Preapplication conference.* Prior to submitting a formal application for approval of a proposed new development plan or plan for an addition to an existing development, the owners(s) shall request a preapplication conference with the staff of the Department of Planning and Neighborhood Development, engineering department, the Inspection Services Department, the department of leisure services, the traffic engineer, the fire department, the architectural review board, the Escambia County Utilities Authority, and/or other appropriate staff to review:
  - (a) The relationship between the proposed development plan and the surrounding land usage and the Comprehensive Plan of the city.
  - (b) The adequacy of the existing and proposed vehicular and pedestrian right-of-way, utilities and other public facilities and services, which will serve the proposed development.
  - (c) The character, design and applicability of the following factors:
    1. Traffic control;
    2. Noise reduction;
    3. Sign and light control;
    4. Preservation of open space and visual corridors;
    5. Police and fire protection;
    6. Storm drainage;
    7. Landscaping;
    8. Fencing and screening; and

9. Other matters specifically relevant to the proposed development site necessary to foster desirable living and working conditions and compatibility with the existing environment.

At the time of the preapplication conference, the developer shall provide a sketch plan indicating the location of the proposed development and its relationship to surrounding properties. The advisory meeting should provide insight to both the developer and the city staff regarding potential development problems which might otherwise result in costly plan revisions or unnecessary delay in development. At this time a decision will be made as to whether the review process will require a separate preliminary and final plan or if they can be combined.

- (2) *Preliminary development plan.* Subsequent to the preapplication conference, the owner shall submit a formal application for development plan approval along with nine (9) copies of a preliminary plan of development to the community development department at least thirty (30) days prior to the meeting at which it is to be considered by the planning board. This preliminary development plan must cover the entire property under consideration. The community development department shall deliver copies of the preliminary development plan to appropriate city departments and utility companies. Prior to the planning board meeting scheduled to consider the preliminary development plan, said departments shall submit written recommendations of approval or disapproval, or suggested revisions as may be deemed appropriate, and reasons therefore, to the community development department.

The city staff shall review the preliminary plan of development with respect to its design and compatibility with surrounding uses, major thoroughfare plan, comprehensive land use plan and existing and future community services. Efforts to resolve differences between the developer's proposal and staff positions shall be made prior to submittal of the plan to the planning board.

If the planning board approves the preliminary plan of development, a favorable recommendation shall be forwarded to the city council. The city council shall then hold a public meeting for the purpose of determining whether the preliminary plan should be approved. If the planning board does not approve the preliminary plan of development, it shall give the owner a reasonable period of time to make appropriate amendments to the plan. The owner shall have

the right to appeal an adverse decision of the planning board to the city council within thirty (30) days of the decision of the planning board.

- (3) *Development of regional impact.* If, at the time of submission of a preliminary plan, the planning board or planning staff determines that a proposed project could constitute a development of regional impact (DRI) pursuant to F.S. § 380.06, the developer will be notified that compliance with the DRI procedure will be necessary prior to final local approval of the development. At that time, the developer will contact the West Florida Regional Planning Council to apply for a binding letter of interpretation to determine the DRI status of the proposal or to initiate the DRI review process. This process shall not prohibit the concurrent review of the development plan while the determination for DRI is being made. Provided, however no final plan approval shall be granted until a determination has been made whether or not the development has to undergo DRI review.

After the planning board has reviewed the proposal which has been determined to be a DRI and makes a recommendation for approval of the preliminary plan, the developer or his authorized representative will be required to complete an application for DRI approval. Copies of the completed application will be filed with city, the West Florida Regional Planning Council, and the Bureau of Resource Planning and Management, Florida Department of Community Affairs.

Within thirty (30) days of receipt of the application, the West Florida Regional Planning Council will determine the sufficiency of the information presented in the application. If the application is considered insufficient to complete a review, the developer will be requested to furnish the additional information requested by the planning council. When the application is considered sufficient, the regional planning council will give notice to the city to schedule a public hearing. Public notice of the hearing will then be published at least sixty (60) days in advance of the public hearing. Development may begin forty-five (45) days after the issuance of the development order by the city council.

- (4) *Public notification.* If public notification is required the city clerk will set a date for a public hearing to be conducted during a regularly scheduled city council meeting.

- (5) *Final development plan.* If the city council approves the preliminary plan of development, the owner shall submit a final development plan in accordance with the procedure set forth below within six (6) months of the date of approval of the preliminary plan of development. For good cause shown, the mayor may, in his discretion, extend the time within which to file the final development plan for successive periods, the total of which shall not be more than an additional six (6) months, in which event he shall give notice of the extension to the city council. The final development plan shall be in basic conformity with the preliminary plan of development and comply with the other provisions of this chapter pertaining to the final development plan. If the applicant submits a final development plan which conforms to all the conditions and provisions of this chapter, then the city council shall immediately conclude its consideration.

The owner shall submit to the department of community development department an original and nine (9) copies of the final development plan at least thirty (30) days prior to the meeting at which it is to be considered by the planning board. The community development department shall distribute copies thereof to appropriate city departments. The community development department shall attempt to resolve any differences between another city department and the developer prior to submittal of the final development plan to the planning board. If such differences are not resolved within thirty (30) days of submission by the owner of a final development plan, the plan shall be submitted to the planning board at its next meeting whether or not such differences are resolved. If the planning board approves the final development plan a favorable recommendation shall be forwarded to the architectural review board (ARB), if required, as outlined in subsection (4) of this section. Upon the review and approval of the ARB, the city council shall then hold a meeting for the purpose of determining whether the final plan should be approved. If the planning board does not approve the final plan of development, it shall give the owner written reasons for such action giving the owner a reasonable period of time to make appropriate amendments to these plan. The owner shall have the right to appeal an adverse decision of the planning board to the city council within thirty (30) days of the decision of the planning board.

If the city council approves the plan of development, the original shall be filed with the city clerk, one (1) copy shall be filed with the community development department and one (1) copy shall be filed with the city building official and such other places as required by law.

Any plan approved and filed hereunder shall be binding upon the owner(s), his/her successors and assigns, and the subject property, and shall limit and control the issuance and validity of all building permits and shall restrict and limit the construction, location, use and operation of all land and structures included within the plan to all conditions and limitations set forth in the plan. Application for a building permit shall be initiated within six (6) months from the date of approval of the final development plan. If such application has not been filed within such period, the applicant shall be required to resubmit the development plan in accordance with this subsection, prior to obtaining a building permit.

Minor changes to the final development plan may be approved by the city engineer, planning director, and building official when, in their opinion, the changes do not violate the provisions of this title, do not make major changes in the arrangement of the buildings or other major features of the final development plan, and do not substantially conflict with action taken by the city council. Major changes such as, but not limited to, changes in land use or an increase or decrease in the area covered by the final development plan may be made only by following the procedures outlined in filing a new preliminary development plan. The city council shall approve such modification only if the revised plan meets the requirements of this title.

A building permit may be revoked in any case where the conditions of the final development plan have not been or are not being complied with, in which case the building official shall follow permit revocation procedure.

- (6) *Review of preliminary plan by ~~Gateway Review Board~~ Planning Board.* All final development plans within the Gateway Redevelopment District shall be subject to review and approval by the ~~Gateway Review Board~~ Planning Board as established in Chapter 12-13.
- (7) *Concurrent submission of preliminary and final development plans.* For review of specific uses and upon approval of the city planner and the mayor for applicable

new development and conditional uses, development plans may be reviewed and approved through an abbreviated procedure which provides for the submittal of both preliminary and final plan concurrently. All plan requirements set forth in this section shall be complied with when exercising this abbreviated procedure. When this concurrent submission option is exercised, the ~~Gateway Review Board~~ Planning Board review of development plans will take place prior to city council review/approval.

(C) *Contents of the preliminary development plan.*

(1) *General information.* The following information shall be provided in graphic or written form as necessary to satisfy the requirements:

(a) Legend, including:

1. Name of the development;
2. Total area of the property in square feet and acres;
3. Scale (at a minimum of 1" = 100');
4. North arrow;
5. Existing zoning on the property, including any overlay districts, and;
6. Date of preparation.

(b) Vicinity map, at a scale not less than 1" = 2,000', showing the relationship of the proposed development to surrounding streets and public facilities within a one-mile radius.

(2) *Existing conditions, including:*

(a) Existing streets, both on and within three hundred (300) feet of the proposed development;

(b) Zoning districts, major shopping areas, residential areas, public buildings, rights-of-way, public utilities and other major facilities surrounding the proposed development for a radius of three hundred (300) feet;

(c) Existing lot lines and major easements on the property indicating the purpose of each easement;

(d) Existing land uses and location of buildings and structures on the property;

(e) One hundred-year flood elevation and limits of the one hundred-year floodplain;

- (f) The approximate normal high water elevations or boundaries of existing surface waterbodies, wetlands, streams and canals; and
  - (g) Generalized tree cover and existing vegetation cover limits.
- (3) *Proposed development.* Preliminary layout showing as applicable:
- (a) Location of proposed lots, land uses and building sites, including, among other things, total area in square feet and acres, number of dwelling units, dwelling unit density by land use, floor area minimum standards, lot size, height of structures, yard and spacing requirements and amount and location of recreation and common open space areas;
  - (b) General location of all existing and proposed off-street parking and loading areas and roadways, by type, including width of right-of-way and paved streets;
  - (c) If applicable, a statement proposing how the developer plans to limit adverse effects on threatened or endangered native flora or fauna;
  - (d) Location of all rights-of-way, easements, utilities and drainage facilities that are proposed for the development and;
  - (e) A general statement of the proposed development schedule.
- (D) *Contents of final development plan.* The final development plan may be on several sheets. However, in that event, an index shall be provided. For a large project, the final development plan may be submitted for approval progressively in contiguous sections satisfactory to the planning board.
- (1) *General information.* The same information as required in paragraph (B)(1) shall be provided in graphic or written form as necessary to satisfy the requirements.
  - (2) *Existing conditions.* The same information as required in paragraph (B)(2) shall be provided with the addition of the following detailed information:
    - (a) Existing streets, both on and within three hundred (300) feet of the proposed development, shall be described including:
      - 1. Street names;
      - 2. Right-of-way width of each street;



3. Driveway approaches and curb cut locations, and;
  4. Medians and median cuts locations.
- (b) Conceptual drainage report showing direction of flow and proposed methods of stormwater retention.
- (c) The location of any geodetic information system monuments.
- (3) *Proposed development.* The same information as required in paragraph (B) (3) shall be provided with the addition of the following detailed information:
- (a) A detailed statement of agreement, provisions, and covenants which govern the ownership, development, use maintenance, and protection of the development, in any common or open areas;
  - (b) Location of existing and proposed land uses and exact locations of all existing and proposed improvements including:
    1. Buildings and structures;
    2. Curb cuts;
    3. Driveways and interior drives;
    4. Off-street parking and loading;
    5. Storage facilities;
    6. Proposed roadways, by type, including width of right-of-way and paved streets; and
    7. Traffic control features and signage.
  - (c) Exact location of lots and building sites, including, among other things, total acreage of the proposed project; total acreage in residential use, commercial use, common open space, recreational area, parking lots; number of dwelling units broken down by type (garden apartments, single-family, etc.) and overall dwelling unit density, floor area minimum standards, lot size, height of structures, yard and spacing requirements and amount and location of recreation and common open space areas;
  - (d) The exact location and use of existing and proposed public, semipublic or community facilities including areas proposed to be dedicated or reserved for community or public use;
  - (e) If applicable, drawings depicting general architectural features and appearance of representative

building types, locations of entrances, and types of surfacing such as paving, gravel and grass, and signing and lighting devices;

- (f) Location of outdoor waste disposal facilities, if applicable;
- (g) Provisions for access by emergency vehicles, if applicable; and
- (h) A specific statement of the development schedule including, if applicable, a phasing plan.



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 19-00358

City Council

8/8/2019

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** City Council Member Sherri Myers

**SUBJECT:**

JOINT MEETINGS BETWEEN THE CITY COUNCIL, MAYOR AND THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

**RECOMMENDATION:**

That City Council direct the Council Executive to coordinate with the City Council, the Mayor's Office and the Escambia County Board of County Commissioners setting up two (2) joint meetings of the City Council, the Mayor and Escambia County Board of County Commissioners per year.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

As the governing bodies of both the City of Pensacola and Escambia County and based on the number of issues as well as projects that impact both the City and the County, it would be advantageous for both entities to conduct two (2) joint meetings per year to discuss a variety of topics.

These joint meetings of both governmental entities would further enhance the spirit of working together and allow for the inclusion of the Mayor and the Mayor's Office in the hopes of ensuring that all parties are on the same page.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

1) None

**PRESENTATION:** No



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 19-00294

City Council

8/8/2019

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Grover C. Robinson, IV, Mayor

**SUBJECT:**

U.S. DEPARTMENT OF COMMERCE - FINANCIAL ASSISTANCE AWARD NO. 04-79-07378

**RECOMMENDATION:**

That City Council authorize the Mayor to accept and execute Financial Assistance Award No. 04-79-07378 from the U.S. Department of Commerce, Economic Development Administration in the amount of \$12,250,000 related to the expansion of the Maintenance, Repair, and Overhaul (MRO) facility at Pensacola International Airport. Further, that City Council approve the grant resolution and authorize the Mayor or his designee to take all actions necessary related to the finalization of the grant.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On December 17, 2013, the City executed a nonbinding Memorandum of Understanding with ST Aerospace allowing the City of Pensacola to begin contract negotiations with VT Mobile Aerospace Engineering, Inc. (VT MAE) for the construction and operation of a maintenance, repair, and overhaul (MRO) facility at the Pensacola International Airport. City Council approved the negotiated lease agreement on September 9, 2014. The 173,000 sq. ft. facility officially opened in June 2018 and is on the way to creating 400 new high-wage jobs for the area.

The Mayor and Staff have a longer term strategy to grow the MRO capacity, sometimes referred to as "Project Titan". A second hangar similar in size and configuration to the first hangar, a possible support services center, an aircraft apron and automobile parking would be constructed on 16 acres of Airport property directly south of the first hangar. The construction of this second hangar area was otherwise contemplated and accounted for during the development process for the first hangar, and is referenced in the current real property lease with VT MAE. Additional facilities consisting of two hangars, each approximately 191,000 sq. ft., a 100,000 sq. ft. support services center, a 120,000 sq. ft. administrative office building, aircraft aprons, and automobile parking would also be constructed on approximately 50 acres of Airport property adjacent to Tippin Avenue on the west side of the Airport. It is expected that the project will create a minimum of 1,325 full-time jobs with an annual average salary of \$44,461, excluding benefits. The total project cost of \$210,125,000 is funded by a combination of VT MAE investment, state and federal grants, and local funds.

The Emerald Coast Regional Planning Council (formerly West Florida Regional Planning Council) identified a grant opportunity through the U.S. Department of Commerce, Economic Development Administration that could assist with the project, and aided Staff in completing the application process. In response to this application, the Economic Development Administration has offered a \$12,250,000 grant towards the overall development and construction of hangar 2.

**PRIOR ACTION:**

June 13, 2013 - City Council adopted a resolution to support the acceptance of a grant offered by the Florida Department of Transportation as a Joint Participation Agreement # 43360229401 in the amount of \$11,090,000 for air commerce park phases I and IA - Infrastructure Development.

February 13, 2014 - City Council Discussion Item and Presentation on the ST Aerospace Economic Development Project at the Pensacola International Airport.

February 27, 2014 - City Council approved the Interlocal Agreement with Escambia County and the City of Pensacola for Funding of Economic Development Project - ST Aerospace of Mobile, Inc.

September 9, 2014 - City Council approved the lease with VT Mobile Aerospace Engineering.

July 16, 2015 - City Council approved the selection of Greenhut Construction and authorized the Mayor to execute the contract.

September 17, 2015 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreement # 43571729401 in the amount of \$1,531,546 for construction funding to expand the cargo apron and construct a taxiway connector at the Pensacola International Airport of which \$1,121,242 will be used towards taxiway connecting future VT MAE facility to runway 17-35.

March 17, 2016 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreements # 42030029401, # 42960929401, and # 42960939401 in the amount of \$2,975,305 for construction of a taxiway connector at the Pensacola International Airport.

April 14, 2016 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreement # 43571769401 in the amount of \$8,599,600 for construction of a hangar at the Pensacola International Airport.

September 22, 2016 - City Council authorized the Mayor to execute Amendment No. 1 to the lease the VT Mobile Aerospace Engineering.

September 22, 2016 - City Council authorized the Mayor to execute Amendment No. 1 to the contract with Atkins North America.

June 13, 2013 - City Council adopted a resolution to support the acceptance of a grant offered by the

Florida Department of Transportation as a Joint Participation Agreement # 43360229401 in the amount of \$11,090,000 for air commerce park phases I and IA - Infrastructure Development.

February 13, 2014 - City Council Discussion Item and Presentation on the ST Aerospace Economic Development Project at the Pensacola International Airport.

February 27, 2014 - City Council approved the Interlocal Agreement with Escambia County and the City of Pensacola for Funding of Economic Development Project - ST Aerospace of Mobile, Inc.

September 9, 2014 - City Council approved the lease with VT Mobile Aerospace Engineering.

July 16, 2015 - City Council approved the selection of Greenhut Construction and authorized the Mayor to execute the contract.

September 17, 2015 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreement # 43571729401 in the amount of \$1,531,546 for construction funding to expand the cargo apron and construct a taxiway connector at the Pensacola International Airport of which \$1,121,242 will be used towards taxiway connecting future VT MAE facility to runway 17-35.

March 17, 2016 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreements # 42030029401, # 42960929401, and # 42960939401 in the amount of \$2,975,305 for construction of a taxiway connector at the Pensacola International Airport.

April 14, 2016 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreement # 43571769401 in the amount of \$8,599,600 for construction of a hangar at the Pensacola International Airport.

September 22, 2016 - City Council authorized the Mayor to execute Amendment No. 1 to the lease the VT Mobile Aerospace Engineering.

September 22, 2016 - City Council authorized the Mayor to execute Amendment No. 1 to the contract with Atkins North America.

February 8, 2017 - City Council authorized the Mayor to execute Amendment No. 2 and Amendment No. 3 to the contract with Atkins North America.

March 8, 2018 - City Council authorized the Mayor to execute acceptance of the State of Florida Department of Economic Opportunity Grant Agreement G0009 in the amount of \$4,000,000 for construction of infrastructure related to MRO expansion.

September 13, 2018 - City Council authorized the Mayor to accept and execute the State of Florida Department of Transportation Public Transportation Grant Agreement Financial Project 441494-2-94-01 in the amount of \$3,000,000 for Pensacola International Airport Facilities Development related to MRO expansion.

September 13, 2018 - City Council committed funding in the amount of \$10 million from Local Option Sales Tax Series IV in support of the aerospace maintenance repair and overhaul (MRO) campus expansion.

February 6, 2019 - City Council approved the amended Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola related to additional funding requirements for the aerospace maintenance, repair and overhaul (MRO) campus expansion at the Pensacola International Airport, and approved additional Local Option Sales Tax IV funding of \$5 million for the City's share of the aerospace maintenance, repair and overhaul (MRO) campus expansion at the Pensacola International Airport.

March 28, 2019 - City Council authorized the Mayor to accept and execute the Project Development Agreement, the Master Lease of Real Property, and the Triumph Grant Award Agreement.

**FUNDING:**

|         |                       |  |
|---------|-----------------------|--|
| Budget: | \$ 35,000,000         | ST Aerospace Engineering                             |
|         | 3,000,000             | State Legislature                                    |
|         | 14,000,000            | Governor's Job Growth                                |
|         | 45,000,000            | FDOT Grant   |
|         | 15,000,000            | Escambia County                                      |
|         | 15,000,000            | City Local Option Sales Tax Series IV                |
|         | 12,250,000            | Federal - U.S. Economic Development Administration   |
|         | 66,000,000            | Triumph Gulf Coast                                   |
|         | <u>4,875,000</u>      | Anticipated Additional Funding (City Responsibility) |
|         | <u>\$ 210,125,000</u> |  |

Actual: \$ 210,125,000 Estimated

**FINANCIAL IMPACT:**

Funds were appropriated in the Airport Fund on Supplemental Budget Resolution No. 2019-13 at the March 28, 2019 City Council Meeting.

**CITY ATTORNEY REVIEW:** Yes

7/23/2019

**STAFF CONTACT:**

Christopher L. Holley, City Administrator  
Daniel E. Flynn, Airport Director

**ATTACHMENTS:**

- 1) Economic Development Administration Financial Assistance Award No. 04-79-07378



2) Grant Resolution

**PRESENTATION:** No

GRANT     COOPERATIVE AGREEMENT

**FINANCIAL ASSISTANCE AWARD**

FEDERAL AWARD ID NUMBER  
**04-79-07378**

RECIPIENT NAME  
**City of Pensacola**

PERIOD OF PERFORMANCE  
**45 months after date of EDA approval**

STREET ADDRESS  
**222 W. Main Street**

FEDERAL SHARE OF COST  
\$ **12,250,000**

CITY, STATE, ZIP CODE  
**Pensacola, Florida 32502-5743**

RECIPIENT SHARE OF COST  
\$ **36,285,000**

AUTHORITY  
**Public Works and Economic Development Act of 1965, as amended**

TOTAL ESTIMATED COST  
\$ **48,535,000**

CFDA NO. AND NAME  
**11.307 Economic Adjustment Program**

PROJECT TITLE  
**Airport Hangar**

This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.

- DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS
- R & D AWARD
- FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE
- SPECIFIC AWARD CONDITIONS (See attached Exhibit "A")
- LINE ITEM BUDGET (See Attachment 1)
- 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101
- 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES
- MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIFIC AWARD CONDITION.
- OTHER(S): EDA Standard Terms and Conditions for Construction Projects, dated February 12, 2016

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

**H. Philip Paradice, Jr., Director, Atlanta Regional Office**

DATE  
**7-18-19**

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

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

DATE

EXHIBIT "A"

U.S. DEPARTMENT OF COMMERCE  
Economic Development Administration (EDA)

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Public Works and Development Facilities

Investment No.: 04-79-07378

Recipient: City of Pensacola, Florida

SPECIAL AWARD CONDITIONS

1. **PROJECT DEVELOPMENT TIME SCHEDULE:** The Recipient agrees to the following Project development time schedule:

Time allowed after Receipt of Financial Assistance Award for:

Return of Executed Financial Assistance Award..... 30 days  
Start of Construction..... 18 Months from Date of Grant Award  
Construction Period..... 24 Months

Project Closeout – All Project closeout documents including final financial information and any required program reports shall be submitted to the Government not more than 90 day after the date the Recipient accepts the completed project from the contractor(s).

The Recipient shall pursue diligently the development of the Project so as to ensure completion within this time schedule. Moreover, the Recipient shall notify the Government in writing of any event, which could delay substantially the achievement of the Project within the prescribed time limits. The Recipient further acknowledges that failure to meet the development time schedule may result in the Government's taking action to terminate the Award in accordance with the regulations as provided in the CD-450.

2. **GOALS FOR WOMEN AND MINORITIES IN CONSTRUCTION:** Department of Labor regulations set forth in in 41 CFR 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all Federally assisted construction contracts in excess of \$10,000. The Recipient shall comply with these regulations and shall obtain compliance with 41 CFR 60-4 from contractors and subcontractors employed in the completion of the Project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 CFR 60-4. The goal for the participation of women in each trade area shall be as follows:

From April 1, 1981, until further notice: 6.9 percent

All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 CFR 60-4.6, or any successor regulations, shall hereafter be incorporated by reference into these Special Award Conditions.

Goals for minority participation shall be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The Recipient shall include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" (or cause them to be included, if appropriate) in all Federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 CFR 60-4.6.

3. **REPORT ON UNLIQUIDATED OBLIGATIONS:** All Recipients of an EDA grant award of more than \$100,000 whose Award has not been fully disbursed is required to submit Form SF-425, "*Financial Status Report*" to EDA semi-annually to report on the status of unreimbursed obligations. This report will provide information on the amount of allowable Project expenses that have been incurred, but not claimed for reimbursement by the Recipient. The first report shall be as of March 30 of each year and shall be submitted to EDA no later than April 30 of each year, and the second report shall be as of September 30 of each year and shall be submitted to EDA no later than October 30 of each year. The Recipient must submit a final financial report using Form SF-425 within 90 days of the expiration date of the Award (or from the date the Recipient accepts the Project from the contractor, whichever occurs earlier). Noncompliance with these requirements will result in the suspension of disbursements under this Award. Financial reports are to be submitted to the Project Officer.
4. **PRESERVATION OF OPEN COMPETITION AND GOVERNMENT NEUTRALITY TOWARDS GOVERNMENT CONTRACTORS LABOR RELATIONS ON FEDERAL AND FEDERALLY FUNDED CONSTRUCTION PROJECTS:** Pursuant to E.O. 13202, "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federal Funded Construction Projects," unless the Project is exempted under section 5(c) of the order, bid specifications, project agreements, or other controlling documents for construction contracts awarded by Recipients of grants or cooperative agreements, or those of any construction manager acting on their behalf, shall not:  
a) include any requirement or prohibition on Bidders, Offerors, Contractors, or Subcontractors about entering into or adhering to agreements with one or more labor organizations on the same or related construction Project(s); or b) otherwise discriminate against Bidders, Offerors, Contractors, or Subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction Project(s).
5. **ENGINEERING CERTIFICATE/CERTIFICATE OF TITLE:** The Recipient, prior to Solicitation of bids for construction of this Project, shall furnish to the Government an acceptable Engineering Certificate showing all lands, rights-of-way and easements necessary for construction of this Project along with an acceptable Certificate of Title on said lands, rights-of-way and easements showing good and merchantable title free of mortgages or other foreclosable liens and an Owners Certification as to Eminent Domain.

6. **NONRELOCATION:** In signing this award of financial assistance, Recipient(s) attests that EDA funding is not intended by the Recipient to assist its efforts to induce the relocation of existing jobs that are located outside of its jurisdiction to within its jurisdiction in competition with other jurisdictions for those same jobs. In the event that EDA determines that its assistance was used for those purposes, EDA retains the right to pursue appropriate enforcement action in accord with the Standard Terms and Conditions of the Award, including suspension of disbursements and termination of the award for convenience or cause.

7. **REFUND CHECKS, INTEREST OR UNUSED FUNDS:** Treasury has given the EDA two options for having payments deposited to our account with it:

The first one is Pay.Gov. This option allows the payee to pay EDA through the Internet. The payee will have the option to make a one-time payment or to set up an account to make regular payments.

The second option is Paper Check conversion. All checks must identify on their face the name of the DoC agency funding the award, award number, and no more than a two-word description to identify the reason for the refund or check. A copy of the check should be provided to the Federal Project Officer. This option allows the payee to send a check to NOAA's accounting office, who processes EDA's accounting functions at the following address: U.S. Department of Commerce, National Oceanic and Atmospheric Administration, Finance Office, AOD, EDA Grants, 20020 Century Boulevard, Germantown, MD 20874. The accounting staff will scan the checks in encrypted file to the Federal Reserve Bank, and the funds will be deposited in EDA's account. While this process will not be an issue with most payees who are corporations, it could be an issue for individuals sending EDA funds. Please make note of the following.

#### Notice to Customers Making Payment by Check

If you send EDA a check, it will be converted into an electronic funds transfer by copying your check and using the account information on it to electronically debit your account for the amount of the check. The debit from your account will usually occur within 24 hours and will appear on your regular account statement.

You will not receive your original check back. Your original check will be destroyed, but a copy of it will be maintained in our office. If the EFT cannot be processed for technical reasons, the copy will be processed in place of the original check. If the EFT cannot be completed because of insufficient funds, we will charge you a one-time fee of \$25.00, which will be collected by EFT.

8. **SCOPE OF WORK:** Recipient(s) agrees to undertake, prosecute and complete the Scope of Work (SOW) for this Project funded by this Award which SOW is approved and agreed to by the Government as subsequently amended in mutually agreed upon written change order(s) and/or SOW amendment(s), if any. The SOW shall be as set forth and described in a.) the application submitted by Recipient(s) and/or Recipient's authorized representative(s) to the Government for this Award together with b.) all enclosures, materials, documents and other

submittals accompanying and supporting the application, c.) all additional materials, documents and/or correspondence requested by the Government and submitted by Recipient(s) and/or Recipient's authorized representative(s) in support and furtherance of the application and d.) such change(s) and/or SOW amendments, if any, requested in writing by the Recipient(s) and/or Recipient's authorized representative subsequent to the date of this Award and approved and agreed to in writing by the Government. To the extent such additional materials, documents and/or correspondence amends and/or clarifies the application, such amendment or clarification shall be controlling. It is agreed that the Recipient(s) and Government intend that the SOW describes a discrete, detailed and specific project that is funded and authorized by this Award and to that end the application and the above described additional information shall be fairly construed to and shall describe the SOW. The scope of work for this project is further described below:

*The purpose of this project is to expand the existing Maintenance, Repair, and Overhaul (MRO) facility by 173,500 gross square feet thus creating a two-bay hangar. The facility will also allow for a paint shop, sanding shops, panel fabrication shop, fabric shop, machine shop, administrative offices, conference rooms, tool storage, material receiving and distribution areas, and breakroom facilities. This project also consists of site infrastructure components which will include but is not limited to an extension to the access taxiway, an aircraft parking apron, tug roads, a minimum of 300 space expansion to the parking lot, security improvements, utilities, stormwater facilities, tree clearing, landscaping, and earthwork.*

9. **CONSTRUCTION PERMITS:** Prior to the first disbursement of funds under this Award, the Recipient shall obtain the permits described in item 3 of the Certificate of Engineer, Part One of the above referenced CERTIFICATE AS TO PROJECT SITE, RIGHTS-OF-WAY, AND EASEMENTS.

10. **REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE**

*A. General Reporting Requirement*

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph B of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

*B. Proceedings About Which You Must Report*

Submit the information required about each proceeding that:

Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

Reached its final disposition during the most recent five-year period; and

Is one of the following:

- (a) A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
- (b) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- (c) An administrative proceeding, as defined in paragraph E. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (d) Any other criminal, civil, or administrative proceeding if:
  - (i) It could have led to an outcome described in paragraph B.3.(a), (b), or (c) of this award term and condition;
  - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
  - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

*C. Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

*D. Reporting Frequency*

During any period of time when you are subject to the requirement in paragraph A of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

*E. Definitions*

For purposes of this award term and condition:

1. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
  2. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
  3. Total value of currently active grants, cooperative agreements, and procurement contracts includes:
    - (a) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
    - (b) The value of all expected funding increments under a Federal award and options, even if not yet exercised.
11. **WASTE, FRAUD AND ABUSE:** Consistent with 2 CFR part 200, Recipient personnel responsible for managing the Recipient's finances and overseeing any contractors, sub-contractors or sub-grantees, will complete the training PowerPoint entitled "Compliance with EDA Disaster Assistance Program Requirements" and return the signed Certificate of Training Completion (page 38 or subsequent certification pages if there are more than one of the training) to EDA along with the signed CD-450 within 30 days of receipt.

Further, Recipient will monitor award activities for common fraud schemes, such as:

- false claims for materials and labor,
- bribes related to the acquisition of materials and labor,
- product substitution,
- mismarking or mislabeling on products and materials, and
- time and materials overcharging.

Should Recipient detect any suspicious activity, Recipient will contact EDA staff listed above and the Office of Inspector General, as indicated at <https://www.oig.doc.gov/Pages/Contact-Us.aspx>, as soon as possible.



12. **ARCHITECT/ENGINEER AGREEMENT:** Prior to invitation for bids, the Recipient shall submit to the Government for approval an Architect/Engineer agreement that meets the requirements of Section IV E of the "Summary of EDA Construction Standards, July 2018" as well as the competitive procurement standards of 2 C.F.R. § 200.317 or 200.318, as applicable. The fee for basic Architect/Engineer services shall be a lump sum or an agreed maximum and no part of the fees for other services shall be based upon a cost-plus-a-percentage-of-cost or a cost using a multiplier.
13. **PROJECT ADMINISTRATION SERVICE AGREEMENT:** The Recipient, prior to any grant disbursement, must submit to the Government for approval a Project Administration Service Agreement for project administration services charged against the grant award.
14. **USEFUL LIFE AND COVENANT OF PURPOSE, USE AND OWNERSHIP:** Prior to the first disbursement under this Award, the useful life of the project for purposes of the Covenant of Purpose, Use and Ownership required by paragraph L.3 of U.S. Department Of Commerce Economic Development Administration Standard Terms And Conditions For Construction Projects is hereby determined to be 20 years. The Recipient also hereby attests that prior to the first disbursement under this Award that it will comply with paragraph L.3 of the U.S. Department Of Commerce Economic Development Administration Standard Terms And Conditions For Construction Projects by executing and furnishing to the Government a lien, covenant, or other statement, satisfactory to EDA in form and substance, of EDA's interest in the property acquired or improved in whole or in part with the funds made available under this Award. This lien, covenant, or other statement of the Government's interest must be perfected and placed of record in the real property records of the jurisdiction in which the property is located, all in accordance with applicable law prior to the first disbursement under this award.
15. **CONSTRUCTION MANAGER AT RISK:** The Recipient must provide this office with all documents related to acquiring the Construction Manager prior to the selection. This office must approve of the selection methods prior to use.
16. **PLANS & SPECIFICATIONS:** Recipient agrees to and shall cause the following to be placed in the project plans and specifications: "If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the immediate vicinity of the discovery. The applicant shall contact the Florida Division of Historical Resources and EDA, and project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes."

17. **CERTIFICATION FOR AWARDS OVER \$5 MILLION:** Prior to the disbursement of any funds under this Award, the Recipient must submit to EDA its Certification for Awards Over \$5 Million as required by the EDA FY2018 Disaster NOFO. The Recipient must certify that it:
- A. has filed all Federal tax returns required during the three years preceding the certification;
  - B. has not been convicted of a criminal offense under the Internal Revenue Code of 1986, as amended;
  - C. and has not been notified, more than 90 days prior to the certification, of any Federal tax assessment for which liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.
18. **STATUS OF AIRSPACE REVIEW MITIGATION AND COMPLIANCE WITH AIRPORT RESTRICTIONS:** Prior to the advertisement of construction bids, the Recipient shall provide EDA 1) The Federal Aviation Administration's (FAA) response (the "Response") to the Recipient's 7460 Airspace Review and 2) satisfactory evidence that the necessary improvements resulting therefrom referenced in the Recipients Preliminary Engineering Report have been completed or will be completed in a manner satisfactory to EDA and consistent with EDA's construction requirements. EDA's review of the Response and compliance therewith shall be solely for the purposes of administering the Award and not for determining compliance with the Response. The Recipient hereby also attests and warrants that the Project complies with all laws, statutes, rules, regulations, ordinances and restrictions applicable to the construction of and operation of airports in the City of Pensacola, the County of Escambia, the State of Florida and United States of America.
19. **RECIPIENT'S LEASE OF GRANT ACQUIRED OR IMPROVED REAL PROPERTY:** Each lease agreement for a building, a portion of a building or any improvement(s) on real property funded by this Award shall be subject to the written approval of the Economic Development Administration (EDA). A lease has been entered into between the Recipient and VT Mobile Aerospace Engineering and a signed copy has been delivered to EDA. Within 90 days from the date of this Award, EDA shall either approve the lease in writing or provide written comments to the Recipient. Prior to EDA granting said approval, it must be satisfied, inter alia, that the terms and conditions of the lease are consistent with the authorized general and special purpose of the Award; that relationship with the prospective tenant will provide adequate employment and economic benefits for the area in which the property is located; that said lease agreement is consistent with EDA policies concerning, but not limited to, non-discrimination, and that the proposed Lessee is providing adequate compensation to the Lessor for said lease. Adequate compensation is typically determined by the reasonable fair commercial rental value in the community which the project is located. Typically, EDA relies on written verification of this rental value form a local real estate broker (when applicable).

U.S. DEPARTMENT OF COMMERCE  
ECONOMIC DEVELOPMENT ADMINISTRATION

**PUBLIC WORKS PROJECT COST CLASSIFICATIONS**

**EDA Investment No. 04-79-07378**

**State: Florida**

**County: Escambia**

| <u>Cost Classification</u>  | <u>Proposed</u>      | <u>Approved</u>      |
|---|----------------------|----------------------|
| Administrative and legal expenses   | \$ 35,000            | \$ 35,000            |
| Land, structures, and rights-of-way appraisals, etc.                        |                      |                      |
| Relocation expenses and payments<br>(Cost incidental to transfer of titles) |                      |                      |
| Architectural and engineering fees  | 2,550,000            | 2,550,000            |
| Other architectural and engineering fees                                    |                      |                      |
| Project inspection fees and audit   | 1,500,000            | 1,500,000            |
| Site Work   | 1,320,000            | 1,320,000            |
| Demolition and removal  |                      |                      |
| Construction  | 41,311,000           | 41,311,000           |
| Equipment   |                      |                      |
| Miscellaneous   |                      |                      |
| Contingencies   | 1,819,000            | 1,819,000            |
| <b>TOTAL PROJECT COSTS</b>  | <b>\$ 48,535,000</b> | <b>\$ 48,535,000</b> |

Remarks:

RESOLUTION  
NO. 2019-37

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE FINANCIAL ASSISTANCE AWARD NO. 04-79-07378 WITH THE U.S. DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION FOR THE CONSTRUCTION OF A MAINTENANCE, REPAIR, AND OVERHAUL FACILITY AT THE PENSACOLA INTERNATIONAL AIRPORT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Pensacola uses the airport management as a tool for scheduling and planning projects at the Pensacola International Airport; and

WHEREAS, The City of Pensacola and airport management are planning the expansion of aircraft maintenance, repair, and overhaul facilities at Pensacola International Airport; and

WHEREAS, the expanded facilities will involve the design and construction of three additional hangars and associated aprons and taxiways, a support services center, an administrative office building, and necessary automotive parking; and

WHEREAS, the U.S. Department of Commerce, Economic Development Administration has approved the project and offered a Financial Assistance Award in the amount of \$12,250,000 to support the design and construction efforts for the second hangar;

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

SECTION 1. That the City of Pensacola shall enter into the Financial Assistance Award for the purpose of obtaining federal aid for the Airport's construction of a maintenance, repair, and overhaul facility.

SECTION 2. The Mayor is hereby empowered to take all actions necessary relating to this Resolution, the duties hereunder, and any agreements or documents related hereto.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03 (d) of the City Charter of the City of Pensacola.

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest: \_\_\_\_\_  
City Clerk



Memorandum

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File #: 2019-37

City Council

8/8/2019

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**LEGISLATIVE ACTION ITEM**

**SPONSOR:** Grover C. Robinson, IV, Mayor

**SUBJECT:**

RESOLUTION NO. 2019-37 - U.S. DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION FINANCIAL ASSISTANCE AWARD

**RECOMMENDATION:**

That City Council adopt Resolution No. 2019-37.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE FINANCIAL ASSISTANCE AWARD NO. 04-79-07378 WITH THE U.S. DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION FOR THE CONSTRUCTION OF A MAINTENANCE, REPAIR, AND OVERHAUL FACILITY AT PENSACOLA INTERNATIONAL AIRPORT; PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On December 17, 2013, the City executed a nonbinding Memorandum of Understanding with ST Aerospace allowing the City of Pensacola to begin contract negotiations with VT Mobile Aerospace Engineering, Inc. (VT MAE) for the construction and operation of a maintenance, repair, and overhaul (MRO) facility at the Pensacola International Airport. City Council approved the negotiated lease agreement on September 9, 2014. The 173,000 sq. ft. facility officially opened in June 2018 and is on the way to creating 400 new high-wage jobs for the area.

The Mayor and Staff have a longer term strategy to grow the MRO capacity, sometimes referred to as "Project Titan". A second hangar similar in size and configuration to the first hangar, a possible support services center, an aircraft apron and automobile parking would be constructed on 16 acres of Airport property directly south of the first hangar. The construction of this second hangar area was otherwise contemplated and accounted for during the development process for the first hangar, and is referenced in the current real property lease with VT MAE. Additional facilities consisting of two hangars, each approximately 191,000 sq. ft., a 100,000 sq. ft. support services center, a 120,000 sq. ft. administrative office building, aircraft aprons, and automobile parking would also be constructed on

approximately 50 acres of Airport property adjacent to Tippin Avenue on the west side of the Airport. It is expected that the project will create a minimum of 1,325 full-time jobs with an annual average salary of \$44,461, excluding benefits. The total project cost of \$210,125,000 is funded by a combination of VT MAE investment, state and federal grants, and local funds.

The Emerald Coast Regional Planning Council (formerly West Florida Regional Planning Council) identified a grant opportunity through the U.S. Department of Commerce, Economic Development Administration that could assist with the project, and aided Staff in completing the application process. In response to the application, the Economic Development Administration has offered a \$12,250,000 grant towards the overall development and construction of hangar 2.

**PRIOR ACTION:**

June 13, 2013 - City Council adopted a resolution to support the acceptance of a grant offered by the Florida Department of Transportation as a Joint Participation Agreement # 43360229401 in the amount of \$11,090,000 for air commerce park phases I and IA - Infrastructure Development.

February 13, 2014 - City Council Discussion Item and Presentation on the ST Aerospace Economic Development Project at the Pensacola International Airport.

February 27, 2014 - City Council approved the Interlocal Agreement with Escambia County and the City of Pensacola for Funding of Economic Development Project - ST Aerospace of Mobile, Inc.

September 9, 2014 - City Council approved the lease with VT Mobile Aerospace Engineering.

July 16, 2015 - City Council approved the selection of Greenhut Construction and authorized the Mayor to execute the contract.

September 17, 2015 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreement # 43571729401 in the amount of \$1,531,546 for construction funding to expand the cargo apron and construct a taxiway connector at the Pensacola International Airport of which \$1,121,242 will be used towards taxiway connecting future VT MAE facility to runway 17-35.

March 17, 2016 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreements # 42030029401, # 42960929401, and # 42960939401 in the amount of \$2,975,305 for construction of a taxiway connector at the Pensacola International Airport.

April 14, 2016 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreement # 43571769401 in the amount of \$8,599,600 for construction of a hangar at the Pensacola International Airport.

September 22, 2016 - City Council authorized the Mayor to execute Amendment No. 1 to the lease the VT Mobile Aerospace Engineering.

September 22, 2016 - City Council authorized the Mayor to execute Amendment No. 1 to the contract with Atkins North America.

June 13, 2013 - City Council adopted a resolution to support the acceptance of a grant offered by the Florida Department of Transportation as a Joint Participation Agreement # 43360229401 in the amount of \$11,090,000 for air commerce park phases I and IA - Infrastructure Development.

February 13, 2014 - City Council Discussion Item and Presentation on the ST Aerospace Economic Development Project at the Pensacola International Airport.

February 27, 2014 - City Council approved the Interlocal Agreement with Escambia County and the City of Pensacola for Funding of Economic Development Project - ST Aerospace of Mobile, Inc.

September 9, 2014 - City Council approved the lease with VT Mobile Aerospace Engineering.

July 16, 2015 - City Council approved the selection of Greenhut Construction and authorized the Mayor to execute the contract.

September 17, 2015 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreement # 43571729401 in the amount of \$1,531,546 for construction funding to expand the cargo apron and construct a taxiway connector at the Pensacola International Airport of which \$1,121,242 will be used towards taxiway connecting future VT MAE facility to runway 17-35.

March 17, 2016 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreements # 42030029401, # 42960929401, and # 42960939401 in the amount of \$2,975,305 for construction of a taxiway connector at the Pensacola International Airport.

April 14, 2016 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreement # 43571769401 in the amount of \$8,599,600 for construction of a hangar at the Pensacola International Airport.

September 22, 2016 - City Council authorized the Mayor to execute Amendment No. 1 to the lease the VT Mobile Aerospace Engineering.

September 22, 2016 - City Council authorized the Mayor to execute Amendment No. 1 to the contract with Atkins North America.

February 8, 2017 - City Council authorized the Mayor to execute Amendment No. 2 and Amendment No. 3 to the contract with Atkins North America.

March 8, 2018 - City Council authorized the Mayor to execute acceptance of the State of Florida Department of Economic Opportunity Grant Agreement G0009 in the amount of \$4,000,000 for construction of infrastructure related to MRO expansion.

September 13, 2018 - City Council authorized the Mayor to accept and execute the State of Florida



Department of Transportation Public Transportation Grant Agreement Financial Project 441494-2-94-01 in the amount of \$3,000,000 for Pensacola International Airport Facilities Development related to MRO expansion.

September 13, 2018 - City Council committed funding in the amount of \$10 million from Local Option Sales Tax Series IV in support of the aerospace maintenance repair and overhaul (MRO) campus expansion.

February 6, 2019 - City Council approved the amended Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola related to additional funding requirements for the aerospace maintenance, repair and overhaul (MRO) campus expansion at the Pensacola International Airport, and approved additional Local Option Sales Tax IV funding of \$5 million for the City's share of the aerospace maintenance, repair and overhaul (MRO) campus expansion at the Pensacola International Airport.

March 28, 2019 - City Council authorized the Mayor to accept and execute the Project Development Agreement, the Master Lease of Real Property, and the Triumph Grant Award Agreement.

**FUNDING:**

|         |                       |  |
|---------|-----------------------|--|
| Budget: | \$ 35,000,000         | ST Aerospace Engineering                             |
|         | 3,000,000             | State Legislature                                    |
|         | 14,000,000            | Governor's Job Growth                                |
|         | 45,000,000            | FDOT Grant   |
|         | 15,000,000            | Escambia County                                      |
|         | 15,000,000            | City Local Option Sales Tax Series IV                |
|         | 12,250,000            | Federal - U.S. Economic Development Administration   |
|         | 66,000,000            | Triumph Gulf Coast                                   |
|         | <u>4,875,000</u>      | Anticipated Additional Funding (City Responsibility) |
|         | <u>\$ 210,125,000</u> |  |

Actual: \$ 210,125,000 Estimated

**FINANCIAL IMPACT:**

Funds were appropriated in the Airport Fund on Supplemental Budget Resolution No. 2019-13 at the March 28, 2019 City Council Meeting.

**CITY ATTORNEY REVIEW:** Yes

7/23/2019

**STAFF CONTACT:**

Christopher L. Holley, City Administrator  
Daniel E. Flynn, Airport Director

**ATTACHMENTS:**

- 1) Resolution No. 2019-37
- 2) Economic Development Administration Financial Assistance Award No. 04-79-07378

**PRESENTATION:** No

RESOLUTION  
NO. 2019-37

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE FINANCIAL ASSISTANCE AWARD NO. 04-79-07378 WITH THE U.S. DEPARTMENT OF COMMERCE, ECONOMIC DEVELOPMENT ADMINISTRATION FOR THE CONSTRUCTION OF A MAINTENANCE, REPAIR, AND OVERHAUL FACILITY AT THE PENSACOLA INTERNATIONAL AIRPORT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Pensacola uses the airport management as a tool for scheduling and planning projects at the Pensacola International Airport; and

WHEREAS, The City of Pensacola and airport management are planning the expansion of aircraft maintenance, repair, and overhaul facilities at Pensacola International Airport; and

WHEREAS, the expanded facilities will involve the design and construction of three additional hangars and associated aprons and taxiways, a support services center, an administrative office building, and necessary automotive parking; and

WHEREAS, the U.S. Department of Commerce, Economic Development Administration has approved the project and offered a Financial Assistance Award in the amount of \$12,250,000 to support the design and construction efforts for the second hangar;

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

SECTION 1. That the City of Pensacola shall enter into the Financial Assistance Award for the purpose of obtaining federal aid for the Airport's construction of a maintenance, repair, and overhaul facility.

SECTION 2. The Mayor is hereby empowered to take all actions necessary relating to this Resolution, the duties hereunder, and any agreements or documents related hereto.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03 (d) of the City Charter of the City of Pensacola.

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest: \_\_\_\_\_  
City Clerk

GRANT     COOPERATIVE AGREEMENT

**FINANCIAL ASSISTANCE AWARD**

FEDERAL AWARD ID NUMBER  
**04-79-07378**

RECIPIENT NAME  
**City of Pensacola**

PERIOD OF PERFORMANCE  
**45 months after date of EDA approval**

STREET ADDRESS  
**222 W. Main Street**

FEDERAL SHARE OF COST  
\$ **12,250,000**

CITY, STATE, ZIP CODE  
**Pensacola, Florida 32502-5743**

RECIPIENT SHARE OF COST  
\$ **36,285,000**

AUTHORITY  
**Public Works and Economic Development Act of 1965, as amended**

TOTAL ESTIMATED COST  
\$ **48,535,000**

CFDA NO. AND NAME  
**11.307 Economic Adjustment Program**

PROJECT TITLE  
**Airport Hangar**

This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.

- DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS
- R & D AWARD
- FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE
- SPECIFIC AWARD CONDITIONS (See attached Exhibit "A")
- LINE ITEM BUDGET (See Attachment 1)
- 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101
- 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES
- MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIFIC AWARD CONDITION.
- OTHER(S): EDA Standard Terms and Conditions for Construction Projects, dated February 12, 2016

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

**H. Philip Paradice, Jr., Director, Atlanta Regional Office**

DATE

**7-18-19**

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

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

DATE

EXHIBIT "A"

U.S. DEPARTMENT OF COMMERCE  
Economic Development Administration (EDA)

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Public Works and Development Facilities

Investment No.: 04-79-07378

Recipient: City of Pensacola, Florida

SPECIAL AWARD CONDITIONS

1. **PROJECT DEVELOPMENT TIME SCHEDULE:** The Recipient agrees to the following Project development time schedule:

Time allowed after Receipt of Financial Assistance Award for:

Return of Executed Financial Assistance Award..... 30 days  
Start of Construction..... 18 Months from Date of Grant Award  
Construction Period..... 24 Months

Project Closeout – All Project closeout documents including final financial information and any required program reports shall be submitted to the Government not more than 90 day after the date the Recipient accepts the completed project from the contractor(s).

The Recipient shall pursue diligently the development of the Project so as to ensure completion within this time schedule. Moreover, the Recipient shall notify the Government in writing of any event, which could delay substantially the achievement of the Project within the prescribed time limits. The Recipient further acknowledges that failure to meet the development time schedule may result in the Government's taking action to terminate the Award in accordance with the regulations as provided in the CD-450.

2. **GOALS FOR WOMEN AND MINORITIES IN CONSTRUCTION:** Department of Labor regulations set forth in in 41 CFR 60-4 establish goals and timetables for participation of minorities and women in the construction industry. These regulations apply to all Federally assisted construction contracts in excess of \$10,000. The Recipient shall comply with these regulations and shall obtain compliance with 41 CFR 60-4 from contractors and subcontractors employed in the completion of the Project by including such notices, clauses and provisions in the Solicitations for Offers or Bids as required by 41 CFR 60-4. The goal for the participation of women in each trade area shall be as follows:

From April 1, 1981, until further notice: 6.9 percent

All changes to this goal, as published in the Federal Register in accordance with the Office of Federal Contract Compliance Programs regulations at 41 CFR 60-4.6, or any successor regulations, shall hereafter be incorporated by reference into these Special Award Conditions.

Goals for minority participation shall be as prescribed by Appendix B-80, Federal Register, Volume 45, No. 194, October 3, 1980, or subsequent publications. The Recipient shall include the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" (or cause them to be included, if appropriate) in all Federally assisted contracts and subcontracts. The goals and timetables for minority and female participation may not be less than those published pursuant to 41 CFR 60-4.6.

3. **REPORT ON UNLIQUIDATED OBLIGATIONS:** All Recipients of an EDA grant award of more than \$100,000 whose Award has not been fully disbursed is required to submit Form SF-425, "*Financial Status Report*" to EDA semi-annually to report on the status of unreimbursed obligations. This report will provide information on the amount of allowable Project expenses that have been incurred, but not claimed for reimbursement by the Recipient. The first report shall be as of March 30 of each year and shall be submitted to EDA no later than April 30 of each year, and the second report shall be as of September 30 of each year and shall be submitted to EDA no later than October 30 of each year. The Recipient must submit a final financial report using Form SF-425 within 90 days of the expiration date of the Award (or from the date the Recipient accepts the Project from the contractor, whichever occurs earlier). Noncompliance with these requirements will result in the suspension of disbursements under this Award. Financial reports are to be submitted to the Project Officer.
4. **PRESERVATION OF OPEN COMPETITION AND GOVERNMENT NEUTRALITY TOWARDS GOVERNMENT CONTRACTORS LABOR RELATIONS ON FEDERAL AND FEDERALLY FUNDED CONSTRUCTION PROJECTS:** Pursuant to E.O. 13202, "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federal Funded Construction Projects," unless the Project is exempted under section 5(c) of the order, bid specifications, project agreements, or other controlling documents for construction contracts awarded by Recipients of grants or cooperative agreements, or those of any construction manager acting on their behalf, shall not:  
a) include any requirement or prohibition on Bidders, Offerors, Contractors, or Subcontractors about entering into or adhering to agreements with one or more labor organizations on the same or related construction Project(s); or b) otherwise discriminate against Bidders, Offerors, Contractors, or Subcontractors for becoming or refusing to become or remain signatories or otherwise to adhere to agreements with one or more labor organizations, on the same or other related construction Project(s).
5. **ENGINEERING CERTIFICATE/CERTIFICATE OF TITLE:** The Recipient, prior to Solicitation of bids for construction of this Project, shall furnish to the Government an acceptable Engineering Certificate showing all lands, rights-of-way and easements necessary for construction of this Project along with an acceptable Certificate of Title on said lands, rights-of-way and easements showing good and merchantable title free of mortgages or other foreclosable liens and an Owners Certification as to Eminent Domain.

6. **NONRELOCATION:** In signing this award of financial assistance, Recipient(s) attests that EDA funding is not intended by the Recipient to assist its efforts to induce the relocation of existing jobs that are located outside of its jurisdiction to within its jurisdiction in competition with other jurisdictions for those same jobs. In the event that EDA determines that its assistance was used for those purposes, EDA retains the right to pursue appropriate enforcement action in accord with the Standard Terms and Conditions of the Award, including suspension of disbursements and termination of the award for convenience or cause.

7. **REFUND CHECKS, INTEREST OR UNUSED FUNDS:** Treasury has given the EDA two options for having payments deposited to our account with it:

The first one is Pay.Gov. This option allows the payee to pay EDA through the Internet. The payee will have the option to make a one-time payment or to set up an account to make regular payments.

The second option is Paper Check conversion. All checks must identify on their face the name of the DoC agency funding the award, award number, and no more than a two-word description to identify the reason for the refund or check. A copy of the check should be provided to the Federal Project Officer. This option allows the payee to send a check to NOAA's accounting office, who processes EDA's accounting functions at the following address: U.S. Department of Commerce, National Oceanic and Atmospheric Administration, Finance Office, AOD, EDA Grants, 20020 Century Boulevard, Germantown, MD 20874. The accounting staff will scan the checks in encrypted file to the Federal Reserve Bank, and the funds will be deposited in EDA's account. While this process will not be an issue with most payees who are corporations, it could be an issue for individuals sending EDA funds. Please make note of the following.

#### Notice to Customers Making Payment by Check

If you send EDA a check, it will be converted into an electronic funds transfer by copying your check and using the account information on it to electronically debit your account for the amount of the check. The debit from your account will usually occur within 24 hours and will appear on your regular account statement.

You will not receive your original check back. Your original check will be destroyed, but a copy of it will be maintained in our office. If the EFT cannot be processed for technical reasons, the copy will be processed in place of the original check. If the EFT cannot be completed because of insufficient funds, we will charge you a one-time fee of \$25.00, which will be collected by EFT.

8. **SCOPE OF WORK:** Recipient(s) agrees to undertake, prosecute and complete the Scope of Work (SOW) for this Project funded by this Award which SOW is approved and agreed to by the Government as subsequently amended in mutually agreed upon written change order(s) and/or SOW amendment(s), if any. The SOW shall be as set forth and described in a.) the application submitted by Recipient(s) and/or Recipient's authorized representative(s) to the Government for this Award together with b.) all enclosures, materials, documents and other



submittals accompanying and supporting the application, c.) all additional materials, documents and/or correspondence requested by the Government and submitted by Recipient(s) and/or Recipient's authorized representative(s) in support and furtherance of the application and d.) such change(s) and/or SOW amendments, if any, requested in writing by the Recipient(s) and/or Recipient's authorized representative subsequent to the date of this Award and approved and agreed to in writing by the Government. To the extent such additional materials, documents and/or correspondence amends and/or clarifies the application, such amendment or clarification shall be controlling. It is agreed that the Recipient(s) and Government intend that the SOW describes a discrete, detailed and specific project that is funded and authorized by this Award and to that end the application and the above described additional information shall be fairly construed to and shall describe the SOW. The scope of work for this project is further described below:

*The purpose of this project is to expand the existing Maintenance, Repair, and Overhaul (MRO) facility by 173,500 gross square feet thus creating a two-bay hangar. The facility will also allow for a paint shop, sanding shops, panel fabrication shop, fabric shop, machine shop, administrative offices, conference rooms, tool storage, material receiving and distribution areas, and breakroom facilities. This project also consists of site infrastructure components which will include but is not limited to an extension to the access taxiway, an aircraft parking apron, tug roads, a minimum of 300 space expansion to the parking lot, security improvements, utilities, stormwater facilities, tree clearing, landscaping, and earthwork.*

9. **CONSTRUCTION PERMITS:** Prior to the first disbursement of funds under this Award, the Recipient shall obtain the permits described in item 3 of the Certificate of Engineer, Part One of the above referenced CERTIFICATE AS TO PROJECT SITE, RIGHTS-OF-WAY, AND EASEMENTS.

10. **REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE**

*A. General Reporting Requirement*

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph B of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

*B. Proceedings About Which You Must Report*

Submit the information required about each proceeding that:

Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

Reached its final disposition during the most recent five-year period; and

Is one of the following:

- (a) A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
- (b) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
- (c) An administrative proceeding, as defined in paragraph E. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
- (d) Any other criminal, civil, or administrative proceeding if:
  - (i) It could have led to an outcome described in paragraph B.3.(a), (b), or (c) of this award term and condition;
  - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
  - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

*C. Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

*D. Reporting Frequency*

During any period of time when you are subject to the requirement in paragraph A of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

*E. Definitions*

For purposes of this award term and condition:

1. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
  2. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.
  3. Total value of currently active grants, cooperative agreements, and procurement contracts includes:
    - (a) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
    - (b) The value of all expected funding increments under a Federal award and options, even if not yet exercised.
11. **WASTE, FRAUD AND ABUSE:** Consistent with 2 CFR part 200, Recipient personnel responsible for managing the Recipient's finances and overseeing any contractors, sub-contractors or sub-grantees, will complete the training PowerPoint entitled "Compliance with EDA Disaster Assistance Program Requirements" and return the signed Certificate of Training Completion (page 38 or subsequent certification pages if there are more than one of the training) to EDA along with the signed CD-450 within 30 days of receipt.

Further, Recipient will monitor award activities for common fraud schemes, such as:

- false claims for materials and labor,
- bribes related to the acquisition of materials and labor,
- product substitution,
- mismarking or mislabeling on products and materials, and
- time and materials overcharging.

Should Recipient detect any suspicious activity, Recipient will contact EDA staff listed above and the Office of Inspector General, as indicated at <https://www.oig.doc.gov/Pages/Contact-Us.aspx>, as soon as possible.

12. **ARCHITECT/ENGINEER AGREEMENT:** Prior to invitation for bids, the Recipient shall submit to the Government for approval an Architect/Engineer agreement that meets the requirements of Section IV E of the "Summary of EDA Construction Standards, July 2018" as well as the competitive procurement standards of 2 C.F.R. § 200.317 or 200.318, as applicable. The fee for basic Architect/Engineer services shall be a lump sum or an agreed maximum and no part of the fees for other services shall be based upon a cost-plus-a-percentage-of-cost or a cost using a multiplier.
13. **PROJECT ADMINISTRATION SERVICE AGREEMENT:** The Recipient, prior to any grant disbursement, must submit to the Government for approval a Project Administration Service Agreement for project administration services charged against the grant award.
14. **USEFUL LIFE AND COVENANT OF PURPOSE, USE AND OWNERSHIP:** Prior to the first disbursement under this Award, the useful life of the project for purposes of the Covenant of Purpose, Use and Ownership required by paragraph L.3 of U.S. Department Of Commerce Economic Development Administration Standard Terms And Conditions For Construction Projects is hereby determined to be 20 years. The Recipient also hereby attests that prior to the first disbursement under this Award that it will comply with paragraph L.3 of the U.S. Department Of Commerce Economic Development Administration Standard Terms And Conditions For Construction Projects by executing and furnishing to the Government a lien, covenant, or other statement, satisfactory to EDA in form and substance, of EDA's interest in the property acquired or improved in whole or in part with the funds made available under this Award. This lien, covenant, or other statement of the Government's interest must be perfected and placed of record in the real property records of the jurisdiction in which the property is located, all in accordance with applicable law prior to the first disbursement under this award.
15. **CONSTRUCTION MANAGER AT RISK:** The Recipient must provide this office with all documents related to acquiring the Construction Manager prior to the selection. This office must approve of the selection methods prior to use.
16. **PLANS & SPECIFICATIONS:** Recipient agrees to and shall cause the following to be placed in the project plans and specifications: "If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the immediate vicinity of the discovery. The applicant shall contact the Florida Division of Historical Resources and EDA, and project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes."

17. **CERTIFICATION FOR AWARDS OVER \$5 MILLION:** Prior to the disbursement of any funds under this Award, the Recipient must submit to EDA its Certification for Awards Over \$5 Million as required by the EDA FY2018 Disaster NOFO. The Recipient must certify that it:
- A. has filed all Federal tax returns required during the three years preceding the certification;
  - B. has not been convicted of a criminal offense under the Internal Revenue Code of 1986, as amended;
  - C. and has not been notified, more than 90 days prior to the certification, of any Federal tax assessment for which liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.
18. **STATUS OF AIRSPACE REVIEW MITIGATION AND COMPLIANCE WITH AIRPORT RESTRICTIONS:** Prior to the advertisement of construction bids, the Recipient shall provide EDA 1) The Federal Aviation Administration's (FAA) response (the "Response") to the Recipient's 7460 Airspace Review and 2) satisfactory evidence that the necessary improvements resulting therefrom referenced in the Recipients Preliminary Engineering Report have been completed or will be completed in a manner satisfactory to EDA and consistent with EDA's construction requirements. EDA's review of the Response and compliance therewith shall be solely for the purposes of administering the Award and not for determining compliance with the Response. The Recipient hereby also attests and warrants that the Project complies with all laws, statutes, rules, regulations, ordinances and restrictions applicable to the construction of and operation of airports in the City of Pensacola, the County of Escambia, the State of Florida and United States of America.
19. **RECIPIENT'S LEASE OF GRANT ACQUIRED OR IMPROVED REAL PROPERTY:** Each lease agreement for a building, a portion of a building or any improvement(s) on real property funded by this Award shall be subject to the written approval of the Economic Development Administration (EDA). A lease has been entered into between the Recipient and VT Mobile Aerospace Engineering and a signed copy has been delivered to EDA. Within 90 days from the date of this Award, EDA shall either approve the lease in writing or provide written comments to the Recipient. Prior to EDA granting said approval, it must be satisfied, inter alia, that the terms and conditions of the lease are consistent with the authorized general and special purpose of the Award; that relationship with the prospective tenant will provide adequate employment and economic benefits for the area in which the property is located; that said lease agreement is consistent with EDA policies concerning, but not limited to, non-discrimination, and that the proposed Lessee is providing adequate compensation to the Lessor for said lease. Adequate compensation is typically determined by the reasonable fair commercial rental value in the community which the project is located. Typically, EDA relies on written verification of this rental value form a local real estate broker (when applicable).

U.S. DEPARTMENT OF COMMERCE  
ECONOMIC DEVELOPMENT ADMINISTRATION

**PUBLIC WORKS PROJECT COST CLASSIFICATIONS**

**EDA Investment No. 04-79-07378**

**State: Florida**

**County: Escambia**

| <u>Cost Classification</u>  | <u>Proposed</u>      | <u>Approved</u>      |
|---|----------------------|----------------------|
| Administrative and legal expenses   | \$ 35,000            | \$ 35,000            |
| Land, structures, and rights-of-way appraisals, etc.                        |                      |                      |
| Relocation expenses and payments<br>(Cost incidental to transfer of titles) |                      |                      |
| Architectural and engineering fees  | 2,550,000            | 2,550,000            |
| Other architectural and engineering fees                                    |                      |                      |
| Project inspection fees and audit   | 1,500,000            | 1,500,000            |
| Site Work   | 1,320,000            | 1,320,000            |
| Demolition and removal  |                      |                      |
| Construction  | 41,311,000           | 41,311,000           |
| Equipment   |                      |                      |
| Miscellaneous   |                      |                      |
| Contingencies   | 1,819,000            | 1,819,000            |
| <b>TOTAL PROJECT COSTS</b>  | <b>\$ 48,535,000</b> | <b>\$ 48,535,000</b> |

Remarks:



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 19-00360

City Council

8/8/2019

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Grover C. Robinson, IV, Mayor

**SUBJECT:**

AIRPORT - STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AMENDMENT TO THE PUBLIC TRANSPORTATION AGREEMENT

**RECOMMENDATION:**

That City Council authorize the Mayor to accept and execute the State of Florida Department of Transportation Amendment to the Public Transportation Grant Agreement Financial Project 441494-2-94-01 in the amount of \$8,000,000 for Pensacola International Airport Facilities Development related to MRO expansion. Further, that City Council approve the grant resolution and authorize the Mayor or his designee to take all actions necessary related to the finalization of the grant amendment.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On December 17, 2013, the City executed a nonbinding Memorandum of Understanding with ST Aerospace allowing the City of Pensacola to begin contract negotiations with VT Mobile Aerospace Engineering, Inc. (VT MAE) for the construction and operation of a maintenance, repair, and overhaul (MRO) facility at the Pensacola International Airport. City Council approved the negotiated lease agreement on September 9, 2014. The 173,000 sq. ft. facility officially opened in June 2018 and is on the way to creating 400 new high-wage jobs for the area.

The Mayor and Staff have a longer term strategy to grow the MRO capacity, sometimes referred to as "Project Titan". A second hangar similar in size and configuration to the first hangar, a possible support services center, an aircraft apron and automobile parking would be constructed on 16 acres of Airport property directly south of the first hangar. The construction of this second hangar area was otherwise contemplated and accounted for during the development process for the first hangar, and is referenced in the current real property lease with VT MAE. Additional facilities consisting of two hangars, each approximately 191,000 sq. ft., a 100,000 sq. ft. support services center, a 120,000 sq. ft. administrative office building, aircraft aprons, and automobile parking would also be constructed on approximately 50 acres of Airport property adjacent to Tippin Avenue on the west side of the Airport. It is expected that the project will create a minimum of 1,325 full-time jobs with an annual average salary of \$44,461, excluding benefits. The total project cost of \$210,125,000 is funded by a

combination of VT MAE investment, state and federal grants, and local funds.

The Florida Department of Transportation (FDOT) was a large contributor of funding to construct Hangar 1, and are committed to Project Titan as well. The \$8,000,000 covered under this Amendment represents a portion of the \$45,000,000 commitment from FDOT for the project. The balance of the \$45,000,000 FDOT commitment will be provided under future amendments.

**PRIOR ACTION:**

June 13, 2013 - City Council adopted a resolution to support the acceptance of a grant offered by the Florida Department of Transportation as a Joint Participation Agreement # 43360229401 in the amount of \$11,090,000 for air commerce park phases I and IA - Infrastructure Development.

February 13, 2014 - City Council Discussion Item and Presentation on the ST Aerospace Economic Development Project at the Pensacola International Airport.

February 27, 2014 - City Council approved the Interlocal Agreement with Escambia County and the City of Pensacola for Funding of Economic Development Project - ST Aerospace of Mobile, Inc.

September 9, 2014 - City Council approved the lease with VT Mobile Aerospace Engineering.

July 16, 2015 - City Council approved the selection of Greenhut Construction and authorized the Mayor to execute the contract.

September 17, 2015 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreement # 43571729401 in the amount of \$1,531,546 for construction funding to expand the cargo apron and construct a taxiway connector at the Pensacola International Airport of which \$1,121,242 will be used towards taxiway connecting future VT MAE facility to runway 17-35.

March 17, 2016 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreements # 42030029401, # 42960929401, and # 42960939401 in the amount of \$2,975,305 for construction of a taxiway connector at the Pensacola International Airport.

April 14, 2016 - City Council authorized the Mayor to execute acceptance of the Florida Department of Transportation Joint Participation Agreement # 43571769401 in the amount of \$8,599,600 for construction of a hangar at the Pensacola International Airport.

September 22, 2016 - City Council authorized the Mayor to execute Amendment No. 1 to the lease the VT Mobile Aerospace Engineering.

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February 8, 2017 - City Council authorized the Mayor to execute Amendment No. 2 and Amendment No. 3 to the contract with Atkins North America.

March 8, 2018 - City Council authorized the Mayor to execute acceptance of the State of Florida Department of Economic Opportunity Grant Agreement G0009 in the amount of \$4,000,000 for construction of infrastructure related to MRO expansion.

September 13, 2018 - City Council authorized the Mayor to accept and execute the State of Florida Department of Transportation Public Transportation Grant Agreement Financial Project 441494-2-94-01 in the amount of \$3,000,000 for Pensacola International Airport Facilities Development related to MRO expansion.

September 13, 2018 - City Council committed funding in the amount of \$10 million from Local Option Sales Tax Series IV in support of the aerospace maintenance repair and overhaul (MRO) campus expansion.

February 6, 2019 - City Council approved the amended Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola related to additional funding requirements for the aerospace maintenance, repair and overhaul (MRO) campus expansion at the Pensacola International Airport, and approved additional Local Option Sales Tax IV funding of \$5 million for the City's share of the aerospace maintenance, repair and overhaul (MRO) campus expansion at the Pensacola International Airport.

March 28, 2019 - City Council authorized the Mayor to accept and execute the Project Development Agreement, the Master Lease of Real Property, and the Triumph Grant Award Agreement.

**FUNDING:**

|         |                       |  |
|---------|-----------------------|--|
| Budget: | \$ 35,000,000         | ST Aerospace Engineering                             |
|         | 3,000,000             | State Legislature                                    |
|         | 14,000,000            | Governor's Job Growth                                |
|         | 45,000,000            | FDOT Grant   |
|         | 15,000,000            | Escambia County                                      |
|         | 15,000,000            | City Local Option Sales Tax Series IV                |
|         | 12,250,000            | Federal - U.S. Economic Development Administration   |
|         | 66,000,000            | Triumph Gulf Coast                                   |
|         | <u>4,875,000</u>      | Anticipated Additional Funding (City Responsibility) |
|         | <u>\$ 210,125,000</u> |  |

Actual: \$ 210,125,000 Estimated

**FINANCIAL IMPACT:**

Funds were appropriated in the Airport Fund on Supplemental Budget Resolution No. 2019-13 at the March 28, 2019 City Council Meeting.

**CITY ATTORNEY REVIEW:** Yes

7/19/2019

**STAFF CONTACT:**

Christopher L. Holley, City Administrator  
Daniel E. Flynn, Airport Director

**ATTACHMENTS:**

- 1) State of Florida Department of Transportation Amendment to the Public Transportation Grant

Agreement # 441494-2-94-01

2) Resolution No. 2019-40 for Grant Amendment

**PRESENTATION:** No

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**AMENDMENT TO THE PUBLIC TRANSPORTATION**  
**AGREEMENT**

Form 725-000-03  
 STRATEGIC  
 DEVELOPMENT OGC  
 02/19

|   |  |                                      |                                      |
|---|--|--------------------------------------|--------------------------------------|
| Financial Project Number(s):<br><small>(item-segment-phase-sequence)</small><br><u>441494-2-94-01</u> | Fund(s):<br><u>EM19/DPTO</u>   | FLAIR Category: <u>088862 088719</u> |                                      |
|   | Work Activity Code/Function:<br><u>215</u>   | Object Code: <u>751000</u>           |                                      |
|   | Federal Number/Federal Award<br>Identification Number (FAIN) – Transit only: _____ | Org. Code: <u>55032020329</u>        | Vendor Number: <u>VF596000406004</u> |
| Contract Number: <u>G0Z27</u>   | Federal Award Date: _____  | Amendment No.: <u>1</u>              |                                      |
| CFDA Number: <u>N/A</u>   | Agency DUNS Number: _____  |                                      |                                      |
| CFDA Title: <u>N/A</u>  |  |                                      |                                      |
| CSFA Number: <u>55.039 (EM19) / 55.004 (DPTO)</u>   |  |                                      |                                      |
| CSFA Title: <u>Pensacola Int. Airport Facilities Dev.(EM19) / Aviation Grant Program (DPTO)</u>       |  |                                      |                                      |

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT (“Amendment”) is made and entered into on \_\_\_\_\_, by and between the State of Florida, Department of Transportation (“Department”), and City of Pensacola, (“Agency”), collectively referred to as the “Parties.”

**RECITALS**

WHEREAS, the Department and the Agency on 10/31/2018 (date original Agreement entered) entered into a Public Transportation Grant Agreement (“Agreement”).

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

**1. Amendment Description.** The project is amended to increase project funding by \$8,000,000.

**2. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation**
- Seaports**
- Transit**
- Intermodal**
- Rail Crossing Closure**
- Match to Direct Federal Funding** (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other**

**3. Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
  - \*Exhibit B1: Deferred Reimbursement Financial Provisions
  - \*Exhibit B2: Advance Payment Financial Provisions
- \*Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements
- \*Exhibit G: Financial Assistance (Single Audit Act)
- \*Additional Exhibit(s):

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**AMENDMENT TO THE PUBLIC TRANSPORTATION**  
**AGREEMENT**

Form 725-000-03  
STRATEGIC  
DEVELOPMENT  
OGC 02/19

**4. Project Cost.**

The estimated total cost of the Project is X increased/ decreased by \$16,000,000 bringing the revised total cost of the project to \$19,000,000.

The Department's participation is X increased/ decreased by \$8,000,000. The Department agrees to participate in the Project cost up to the maximum amount of \$11,000,000, and, additionally the Department's participation by percentage will be as detailed in Exhibit B.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY City of Pensacola

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_ By: \_\_\_\_\_  
Name: \_\_\_\_\_ Name: Jared Perdue, P. E.  
Title: \_\_\_\_\_ Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: \_\_\_\_\_

\_\_\_\_\_

# Untitled Map

Write a description for your map



## Legend

- [Untitled]
- 2430 Airport Blvd
- Animal Hospital
- Dentistry
- Dollar Rent A Car
- Feature 1
- Feature 10
- Feature 11
- Feature 12
- Feature 13
- Feature 14
- Feature 15
- Feature 16
- Feature 17
- Feature 18
- Feature 2
- Feature 3
- Feature 4
- Feature 5
- Feature 6
- Feature 7
- Feature 8
- Feature 9
- Golden Corral
- Hotel For Dogs & Cats
- Lucia M. Tryon Branch Library
- Pensacola
- Pensacola Fire Dept Station 8
- Pensacola Nephrology
- Pensacola State College Swimming Pool



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
 GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
 STRATEGIC  
 DEVELOPMENT  
 OGC 06119

**EXHIBIT B**

**Schedule of Financial Assistance**

**FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**A. Fund Type and Fiscal Year:**

| Financial Management Number       | Fund Type | FLAIR Category | State Fiscal Year | Object Code | CSFA/CFDA Number | CSFA/CFDA Title or Funding Source Description | Funding Amount      |
|-----------------------------------|-----------|----------------|-------------------|-------------|------------------|---|---------------------|
| 441494-2-94-01                    | EM19      | 088862         | 2019              | 751000      | 55.039           | Aviation Grant Program                        | \$3,000,000         |
| 441494-2-94-01                    | DPTO      | 088719         | 2020              | 751000      | 55.004           | Aviation Grant Program                        | \$8,000,000         |
| 441494-2-94-01                    | LF        | 088719         | 2020              | 751000      | 55.004           | Aviation Grant Program                        | \$8,000,000         |
| <b>Total Financial Assistance</b> |           |                |                   |             |                  |   | <b>\$19,000,000</b> |

**B. Estimate of Project Costs by Grant Phase:**

| Phases*                            | State               | Local              | Federal    | Totals              | State % | Local % | Federal % |
|------------------------------------|---------------------|--------------------|------------|---------------------|---------|---------|-----------|
| Land Acquisition                   | \$0                 | \$0                | \$0        | \$0                 | 0.00    | 0.00    | 0.00      |
| Planning                           | \$0                 | \$0                | \$0        | \$0                 | 0.00    | 0.00    | 0.00      |
| Environmental/Design/Construction  | \$11,000,000        | \$8,000,000        | \$0        | \$19,000,000        | 57.89   | 42.11   | 0.00      |
| Capital Equipment                  | \$0                 | \$0                | \$0        | \$0                 | 0.00    | 0.00    | 0.00      |
| Match to Direct Federal Funding    | \$0                 | \$0                | \$0        | \$0                 | 0.00    | 0.00    | 0.00      |
| Mobility Management (Transit Only) | \$0                 | \$0                | \$0        | \$0                 | 0.00    | 0.00    | 0.00      |
| <b>Totals</b>                      | <b>\$11,000,000</b> | <b>\$8,000,000</b> | <b>\$0</b> | <b>\$19,000,000</b> |         |         |           |

\*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

**\*\*FY 19 - EM19 funds in the amount of \$3,000,000 are to be reimbursed at 100%**

**FY 20 - DPTO funds in the amount of \$8,000,000 are to be reimbursed at 50%**

**BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Quinton Williams

Department Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-  
02 STRATEGIC  
DEVELOPMENT  
OGC 06/19

**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***



EXHIBIT G

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:—

**Awarding Agency: Florida Department of Transportation**

**State Project Title: Aviation Grant Program**

**CSFA Number: 55.004**

**\*Award Amount: \$8,000,000 FY20**

**\*The award amount may change with amendments**

**Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>**

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

**State Project Compliance Requirements for CSFA Number 55.004 are provided at:**

<https://apps.fldfs.com/fsaa/searchCompliance.asiA>

**The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>**

**Awarding Agency: Florida Department of Transportation**

**State Project Title: Pensacola International Airport Facilities Development**

**CSFA Number: 55.039**

**\*Award Amount: \$3,000,000 FY 19**

**\*The award amount may change with amendments**

**Specific project information for CSFA Number 55.039 is provided at: <https://apps.fldfs.com/fisaa/searchCatalog.aspx>**

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

**State Project Compliance Requirements for CSFA Number 55.039 are provided at:**

<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

**The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>**

RESOLUTION  
NO. 2019-40

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE AN AMENDMENT TO PUBLIC TRANSPORTATION GRANT AGREEMENT FINANCIAL PROJECT 441494-2-94-01 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR FACILITIES DEVELOPMENT AT THE PENSACOLA INTERNATIONAL AIRPORT AIR COMMERCE PARK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Pensacola uses the airport management as a tool for scheduling and planning projects at the Pensacola International Airport; and

WHEREAS, The City of Pensacola and airport management are planning the expansion of aircraft maintenance, repair, and overhaul facilities at Pensacola International Airport; and

WHEREAS, the expanded facilities will involve the design and construction of three additional hangars and associated aprons and taxiways, a support services center, an administrative office building, and necessary automotive parking; and

WHEREAS, the Florida Department of Transportation has approved the project and offered an Amendment to the Public Transportation Grant Agreement in the amount of \$8,000,000 to support the design and construction efforts;

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

SECTION 1. That the City of Pensacola shall enter into the Amendment to the Public Transportation Grant Agreement for the purpose of obtaining state aid for the Airport's Facilities Development related to MRO expansion.

SECTION 2. The Mayor is hereby empowered to take all actions necessary relating to this Resolution, the duties hereunder, and any agreements or documents related hereto.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03 (d) of the City Charter of the City of Pensacola.

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest: \_\_\_\_\_  
City Clerk





Memorandum

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File #: 2019-40

City Council

8/8/2019

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**LEGISLATIVE ACTION ITEM**

**SPONSOR:** Grover C. Robinson, IV, Mayor

**SUBJECT:**

RESOLUTION NO. 2019-40 - STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT

**RECOMMENDATION:**

That City Council adopt Resolution No. 2019-40.

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE AN AMENDMENT TO PUBLIC TRANSPORTATION GRANT AGREEMENT FINANCIAL PROJECT 441494-2-94-01 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR FACILITIES DEVELOPMENT AT THE PENSACOLA INTERNATIONAL AIRPORT AIR COMMERCE PARK; PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

On December 17, 2013, the City executed a nonbinding Memorandum of Understanding with ST Aerospace allowing the City of Pensacola to begin contract negotiations with VT Mobile Aerospace Engineering, Inc. (VT MAE) for the construction and operation of a maintenance, repair, and overhaul (MRO) facility at the Pensacola International Airport. City Council approved the negotiated lease agreement on September 9, 2014. The 173,000 sq. ft. facility officially opened in June 2018 and is on the way to creating 400 new high-wage jobs for the area.

The Mayor and Staff have a longer term strategy to grow the MRO capacity, sometimes referred to as "Project Titan". A second hangar similar in size and configuration to the first hangar, a possible support services center, an aircraft apron and automobile parking would be constructed on 16 acres of Airport property directly south of the first hangar. The construction of this second hangar area was otherwise contemplated and accounted for during the development process for the first hangar, and is referenced in the current real property lease with VT MAE. Additional facilities consisting of two hangars, each approximately 191,000 sq. ft., a 100,000 sq. ft. support services center, a 120,000 sq.

ft. administrative office building, aircraft aprons, and automobile parking would also be constructed on approximately 50 acres of Airport property adjacent to Tippin Avenue on the west side of the Airport. It is expected that the project will create a minimum of 1,325 full-time jobs with an annual average salary of \$44,461, excluding benefits. The total project cost of \$210,125,000 is funded by a combination of VT MAE investment, state and federal grants, and local funds.

The Florida Department of Transportation (FDOT) was a large contributor of funding to construct Hangar 1, and is committed to Project Titan as well. The \$8,000,000 covered under this Amendment represents a portion of the \$45,000,000 FDOT has indicated they will provide for the project. The balance of the \$45,000,000 FDOT commitment will be provided under future amendments.

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February 6, 2019 - City Council approved the amended Interlocal Agreement between the Escambia County Board of County Commissioners and the City of Pensacola related to additional funding requirements for the aerospace maintenance, repair and overhaul (MRO) campus expansion at the Pensacola International Airport, and approved additional Local Option Sales Tax IV funding of \$5 million for the City's share of the aerospace maintenance, repair and overhaul (MRO) campus expansion at the Pensacola International Airport.

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**FUNDING:**

|         |                       |  |
|---------|-----------------------|--|
| Budget: | \$ 35,000,000         | ST Aerospace Engineering                             |
|         | 3,000,000             | State Legislature                                    |
|         | 14,000,000            | Governor's Job Growth                                |
|         | 45,000,000            | FDOT Grant   |
|         | 15,000,000            | Escambia County                                      |
|         | 15,000,000            | City Local Option Sales Tax Series IV                |
|         | 12,250,000            | Federal - U.S. Economic Development Administration   |
|         | 66,000,000            | Triumph Gulf Coast                                   |
|         | <u>4,875,000</u>      | Anticipated Additional Funding (City Responsibility) |
|         | <u>\$ 210,125,000</u> |  |

Actual: \$ 210,125,000 Estimated

**FINANCIAL IMPACT:**

Funds were appropriated in the Airport Fund on Supplemental Budget Resolution No. 2019-13 at the March 28, 2019 City Council Meeting.

**CITY ATTORNEY REVIEW:** Yes

7/22/2019

**STAFF CONTACT:**

Christopher L. Holley, City Administrator  
Daniel E. Flynn, Airport Director

---

**ATTACHMENTS:**

- 1) Resolution No. 2019-40
- 2) State of Florida Department of Transportation Amendment to the Public Transportation Grant Agreement # 441494-2-94-01

**PRESENTATION:** No



RESOLUTION  
NO. 2019-40

A RESOLUTION  
TO BE ENTITLED:

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE AN AMENDMENT TO PUBLIC TRANSPORTATION GRANT AGREEMENT FINANCIAL PROJECT 441494-2-94-01 WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR FACILITIES DEVELOPMENT AT THE PENSACOLA INTERNATIONAL AIRPORT AIR COMMERCE PARK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Pensacola uses the airport management as a tool for scheduling and planning projects at the Pensacola International Airport; and

WHEREAS, The City of Pensacola and airport management are planning the expansion of aircraft maintenance, repair, and overhaul facilities at Pensacola International Airport; and

WHEREAS, the expanded facilities will involve the design and construction of three additional hangars and associated aprons and taxiways, a support services center, an administrative office building, and necessary automotive parking; and

WHEREAS, the Florida Department of Transportation has approved the project and offered an Amendment to the Public Transportation Grant Agreement in the amount of \$8,000,000 to support the design and construction efforts;

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

SECTION 1. That the City of Pensacola shall enter into the Amendment to the Public Transportation Grant Agreement for the purpose of obtaining state aid for the Airport's Facilities Development related to MRO expansion.

SECTION 2. The Mayor is hereby empowered to take all actions necessary relating to this Resolution, the duties hereunder, and any agreements or documents related hereto.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03 (d) of the City Charter of the City of Pensacola.

Adopted: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest: \_\_\_\_\_  
City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**AMENDMENT TO THE PUBLIC TRANSPORTATION**  
**AGREEMENT**

Form 725-000-03  
 STRATEGIC  
 DEVELOPMENT OGC  
 02/19

|   |  |                                      |                                      |
|---|--|--------------------------------------|--------------------------------------|
| Financial Project Number(s):<br><small>(item-segment-phase-sequence)</small><br><u>441494-2-94-01</u> | Fund(s):<br><u>EM19/DPTO</u>   | FLAIR Category: <u>088862 088719</u> |                                      |
| _____   | Work Activity Code/Function:<br><u>215</u>   | Object Code: <u>751000</u>           |                                      |
| _____   | Federal Number/Federal Award<br>Identification Number (FAIN) – Transit only: _____ | Org. Code: <u>55032020329</u>        | Vendor Number: <u>VF596000406004</u> |
| Contract Number: <u>G0Z27</u>   | Federal Award Date: _____  | Amendment No.: <u>1</u>              |                                      |
| CFDA Number: <u>N/A</u>   | Agency DUNS Number: _____  |                                      |                                      |
| CFDA Title: <u>N/A</u>  |  |                                      |                                      |
| CSFA Number: <u>55.039 (EM19) / 55.004 (DPTO)</u>   |  |                                      |                                      |
| CSFA Title: <u>Pensacola Int. Airport Facilities Dev.(EM19) / Aviation Grant Program (DPTO)</u>       |  |                                      |                                      |

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT (“Amendment”) is made and entered into on \_\_\_\_\_, by and between the State of Florida, Department of Transportation (“Department”), and City of Pensacola, (“Agency”), collectively referred to as the “Parties.”

**RECITALS**

WHEREAS, the Department and the Agency on 10/31/2018 (date original Agreement entered) entered into a Public Transportation Grant Agreement (“Agreement”).

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

**1. Amendment Description.** The project is amended to increase project funding by \$8,000,000.

**2. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

- Aviation**
- Seaports**
- Transit**
- Intermodal**
- Rail Crossing Closure**
- Match to Direct Federal Funding** (Aviation or Transit)
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)
- Other**

**3. Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
  - \*Exhibit B1: Deferred Reimbursement Financial Provisions
  - \*Exhibit B2: Advance Payment Financial Provisions
- \*Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements
- \*Exhibit G: Financial Assistance (Single Audit Act)
- \*Additional Exhibit(s):

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION**  
**AMENDMENT TO THE PUBLIC TRANSPORTATION**  
**AGREEMENT**

Form 725-000-03  
STRATEGIC  
DEVELOPMENT  
OGC 02/19

**4. Project Cost.**

The estimated total cost of the Project is X increased/ decreased by \$16,000,000 bringing the revised total cost of the project to \$19,000,000.

The Department's participation is X increased/ decreased by \$8,000,000. The Department agrees to participate in the Project cost up to the maximum amount of \$11,000,000, and, additionally the Department's participation by percentage will be as detailed in Exhibit B.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY City of Pensacola

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_ By: \_\_\_\_\_

Name: \_\_\_\_\_ Name: Jared Perdue, P. E.

Title: \_\_\_\_\_ Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: \_\_\_\_\_

\_\_\_\_\_

# Untitled Map

Write a description for your map



## Legend

- [Untitled]
- 2430 Airport Blvd
- Animal Hospital
- Dentistry
- Dollar Rent A Car
- Feature 1
- Feature 10
- Feature 11
- Feature 12
- Feature 13
- Feature 14
- Feature 15
- Feature 16
- Feature 17
- Feature 18
- Feature 2
- Feature 3
- Feature 4
- Feature 5
- Feature 6
- Feature 7
- Feature 8
- Feature 9
- Golden Corral
- Hotel For Dogs & Cats
- Lucia M. Tryon Branch Library
- Pensacola
- Pensacola Fire Dept Station 8
- Pensacola Nephrology
- Pensacola State College Swimming Pool



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
 GRANT AGREEMENT EXHIBITS**

Form 725-000-02  
 STRATEGIC  
 DEVELOPMENT  
 OGC 06119

**EXHIBIT B**

**Schedule of Financial Assistance**

**FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**A. Fund Type and Fiscal Year:**

| Financial Management Number       | Fund Type | FLAIR Category | State Fiscal Year | Object Code | CSFA/CFDA Number | CSFA/CFDA Title or Funding Source Description | Funding Amount      |
|-----------------------------------|-----------|----------------|-------------------|-------------|------------------|---|---------------------|
| 441494-2-94-01                    | EM19      | 088862         | 2019              | 751000      | 55.039           | Aviation Grant Program                        | \$3,000,000         |
| 441494-2-94-01                    | DPTO      | 088719         | 2020              | 751000      | 55.004           | Aviation Grant Program                        | \$8,000,000         |
| 441494-2-94-01                    | LF        | 088719         | 2020              | 751000      | 55.004           | Aviation Grant Program                        | \$8,000,000         |
| <b>Total Financial Assistance</b> |           |                |                   |             |                  |   | <b>\$19,000,000</b> |

**B. Estimate of Project Costs by Grant Phase:**

| Phases*                            | State               | Local              | Federal    | Totals              | State % | Local % | Federal % |
|------------------------------------|---------------------|--------------------|------------|---------------------|---------|---------|-----------|
| Land Acquisition                   | \$0                 | \$0                | \$0        | \$0                 | 0.00    | 0.00    | 0.00      |
| Planning                           | \$0                 | \$0                | \$0        | \$0                 | 0.00    | 0.00    | 0.00      |
| Environmental/Design/Construction  | \$11,000,000        | \$8,000,000        | \$0        | \$19,000,000        | 57.89   | 42.11   | 0.00      |
| Capital Equipment                  | \$0                 | \$0                | \$0        | \$0                 | 0.00    | 0.00    | 0.00      |
| Match to Direct Federal Funding    | \$0                 | \$0                | \$0        | \$0                 | 0.00    | 0.00    | 0.00      |
| Mobility Management (Transit Only) | \$0                 | \$0                | \$0        | \$0                 | 0.00    | 0.00    | 0.00      |
| <b>Totals</b>                      | <b>\$11,000,000</b> | <b>\$8,000,000</b> | <b>\$0</b> | <b>\$19,000,000</b> |         |         |           |

\*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

**\*\*FY 19 - EM19 funds in the amount of \$3,000,000 are to be reimbursed at 100%**

**FY 20 - DPTO funds in the amount of \$8,000,000 are to be reimbursed at 50%**

**BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:**

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Quinton Williams

Department Grant Manager Name

Signature

Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**PUBLIC TRANSPORTATION  
GRANT AGREEMENT EXHIBITS**

Form 725-000-  
02 STRATEGIC  
DEVELOPMENT  
OGC 06/19

**EXHIBIT D**

**AGENCY RESOLUTION**

***PLEASE SEE ATTACHED***

EXHIBIT G

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

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

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:—

**Awarding Agency: Florida Department of Transportation**

**State Project Title: Aviation Grant Program**

**CSFA Number: 55.004**

**\*Award Amount: \$8,000,000 FY20**

**\*The award amount may change with amendments**

**Specific project information for CSFA Number 55.004 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>**

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

**State Project Compliance Requirements for CSFA Number 55.004 are provided at:**

<https://apps.fldfs.com/fsaa/searchCompliance.asiA>

**The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>**

**Awarding Agency: Florida Department of Transportation**

**State Project Title: Pensacola International Airport Facilities Development**

**CSFA Number: 55.039**

**\*Award Amount: \$3,000,000 FY 19**

**\*The award amount may change with amendments**

**Specific project information for CSFA Number 55.039 is provided at: <https://apps.fldfs.com/fisaa/searchCatalog.aspx>**

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

**State Project Compliance Requirements for CSFA Number 55.039 are provided at:**

<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

**The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>**





Memorandum

File #: 26-19

City Council

8/8/2019

**LEGISLATIVE ACTION ITEM**

**SPONSOR:** Grover C. Robinson, IV, Mayor

**SUBJECT:**

PROPOSED ORDINANCE NO. 26-19 CREATING SECTION 7-12 OF THE CODE OF THE CITY OF PENSACOLA - DOCKLESS SHARED MICROMOBILITY DEVICES PILOT PROGRAM ORDINANCE

**RECOMMENDATION:**

That City Council approve Proposed Ordinance No. 26-19 on first reading.

AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA CREATING CHAPTER 7-12 OF THE CODE OF THE CITY OF PENSACOLA TO REGULATE A DOCKLESS SHARED MICROMOBILITY DEVICE PILOT PROGRAM; PROVIDING FOR PURPOSE AND APPLICABILITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR A PILOT PROGRAM FOR SHARED MICROMOBILITY DEVICES ON PUBLIC RIGHTS-OF-WAYS; PROVIDING FOR THE VENDORS' RESPONSIBILITIES AND OBLIGATIONS IN OPERATING A SHARED MICROMOBILITY DEVICE SYSTEM; PROVIDING FOR SHARED MICROMOBILITY DEVICE SPECIFICATIONS; PROVIDING FOR THE OPERATION AND PARKING OF A SHARED MICROMOBILITY DEVICE; PROVIDING FOR IMPOUNDMENT OR REMOVAL OR RELOCATING BY THE CITY; PROVIDING FOR ENFORCEMENT, FEES AND PENALTIES; PROVIDING APPELLATE RIGHTS; PROVIDING FOR INDEMNIFICATION AND INSURANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

Prior to state statutes changing in June 2019, dockless shared micromobility devices (scooters) were only permitted to operate on private property unless permitted otherwise by ordinance. (FS 316.008 "Power of authorities"). All Florida "scooter ordinances" with the exception of Tallahassee were created and adopted prior to the law change.

HB 453 was passed and resulted in the following changes:

- The new law references FS 316.008 “powers of authorities” and states that this new law does not prevent local governments from adopting an ordinance that “governs the operation of micromobility devices and motorized scooters on streets, highways, sidewalks, and sidewalk areas.”
- “Motorized scooter” definition was changed to include any vehicle or micromobility device that is powered by a motor and now also includes those having a seat or saddle. The maximum speed capability used to define motorized scooters was decreased from 30 to 20 mph.
- “Micromobility device” was added under FS 316.003 which creates a specific definition for any motorized transportation device (including motorized scooters) that is rented via an online app and is not capable of traveling at a speed greater than 20 miles per hour.
- Motorized scooters and micromobility devices are not required to be registered as vehicles or maintain insurance.
- Riders on motorized scooters and micromobility devices are not required to have a driver’s license.
- Motorized scooter and micromobility devices are excluded from the definition of “motor vehicle” FS 320.01.
- The new law grants the operators of these micromobility devices all of the same rights and duties of bicycle riders.

Bicycle rules (316.2065) (“rights and duties”) as applied to micromobility devices and motorized scooters:

- Scooters are not permitted on interstate highways. FS 316.091 remains unchanged in that bicycles, motor-driven cycles (etc.) are not permitted on interstate highways where these devices by their very design are “incompatible with the safe and expedient movement of traffic.”
- “Bicycle regulations” (FS 316.2065) contains the laws regarding overtaking, passing, number of riders, safety equipment, etc. that now applies to riders of micromobility devices and motorized scooters in addition to bicycle riders.
- Helmets are only required to be worn by riders less than 16 years old.

The statutory power granted to local governments in FS 316.008 as would relate to scooter use includes the following:

- Restrict use of streets
- Regulate the operation of bicycles
- Enact an ordinance to permit scooters on sidewalks and / or bike paths and if such an ordinance is enacted the maximum speed permitted on sidewalks cannot exceed 15 mph.
- Unless authorized by an ordinance as authorized in 316.008 (power of local authorities) FS 316.1995 remains unchanged in that a person may not drive any "vehicle" other than by human power upon a bicycle path, sidewalk or sidewalk area.

The City desires to consider an ordinance allowing and regulating a franchise agreement for the commercial rentals of Micro Mobility Devices; consistent with Florida Uniform Traffic Control Law, compliant with the Americans with Disabilities Act and other federal and state regulations. Micro Mobility Devices may also include dockless shared motorized scooters and could include e-bicycles and electronic ride hail/sharing services.

City Staff, the City Attorney's Office and Office of the Mayor have researched and drafted a proposed ordinance to regulate and express the City's intent for instituting a Micro Mobility Device Pilot Program. The program is designed to ensure public safety, minimize negative impacts on the public rights-of-way, and analyze data in a controlled setting. The program will inform the City on future consideration of procuring one or more micro mobility franchises, or other modes of dockless shared motorized transportation, as a more permanent alternative transportation program.

Many city and local government programs were evaluated including: Miami, Miami Beach, Coral Gables, Tallahassee, Sarasota, Fort Lauderdale and Tampa. Also reviewed was the new State Law CS/CS/HB 453, Micro mobility Devices, effective June 18 when approved by the Governor. The new law authorizes local governments to regulate operation of micro mobility devices and provides that the operator has all the rights and duties applicable to bicycles.

**PRIOR ACTION:**

None

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

7/26/2019

**STAFF CONTACT:**

Christopher L. Holley, City Administrator  
Keith Wilkins, Deputy City Administrator  
Sherry Morris, Planning Administrator

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 26-19
- 2) MicroMobility Map Proposed Franchise and Excluded Areas

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 26-19

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA CREATING CHAPTER 7-12 OF THE CODE OF THE CITY OF PENSACOLA TO REGULATE A DOCKLESS SHARED MICROMOBILITY DEVICE PILOT PROGRAM; PROVIDING FOR PURPOSE AND APPLICABILITY; PROVIDING FOR DEFINITIONS; PROVIDING FOR A PILOT PROGRAM FOR SHARED MICROMOBILITY DEVICES ON PUBLIC RIGHTS-OF-WAYS; PROVIDING FOR THE VENDORS' RESPONSIBILITIES AND OBLIGATIONS IN OPERATING A SHARED MICROMOBILITY DEVICE SYSTEM; PROVIDING FOR SHARED MICROMOBILITY DEVICE SPECIFICATIONS; PROVIDING FOR THE OPERATION AND PARKING OF A SHARED MICROMOBILITY DEVICE; PROVIDING FOR IMPOUNDMENT OR REMOVAL OR RELOCATING BY THE CITY; PROVIDING FOR ENFORCEMENT, FEES AND PENALTIES; PROVIDING APPELLATE RIGHTS; PROVIDING FOR INDEMNIFICATION AND INSURANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, Section 166.041, Florida Statutes, provides for procedures for the adoption of ordinances and resolutions by municipalities; and

**WHEREAS**, the City of Pensacola ("City") is subject to the Florida Uniform Traffic Control Laws; and

**WHEREAS**, the Florida Uniform Traffic Control Law allows municipalities to enact ordinances to permit, control or regulate the operation of vehicles, golf carts, mopeds, micromobility devices, and electric personal assistive mobility devices on sidewalks or sidewalk areas when such use is permissible under federal law as long as such vehicles are restricted to a maximum speed of 15 miles per hour. *Section 316.008(7)(a), Florida Statutes*; and

**WHEREAS**, the City strives to keep the City rights-of-ways compliant with the Americans with Disabilities Act (ADA), and other federal and state regulations, and is committed to keeping the City accessible for the mobility challenged; and

**WHEREAS**, the regulated and permitted operation of dockless shared micromobility devices is recognized as an alternative means of personal transportation; and

**WHEREAS**, dockless shared micromobility devices left unattended and parked or leaned on walls or left on sidewalks creates a hazard to pedestrians and individuals needing access and maneuverability for ADA mobility devices; and

**WHEREAS**, the City has a significant interest in ensuring the public safety and order in promoting the free flow of pedestrian traffic on streets and sidewalks; and

**WHEREAS**, the City desires to study the impacts of dockless shared micromobility devices; and

**WHEREAS**, the City Council on [REDACTED], authorized the City to engage in a 12 month pilot program to permit, control and regulate the use of dockless shared micromobility devices on sidewalks and sidewalk areas within the City; and

**WHEREAS**, Chapter 11-4 of the City Code of the City of Pensacola provides standards relating to the regulation of City rights-of-way; and

**WHEREAS**, the City's intent for instituting the Pilot Program is to ensure public safety, minimize negative impacts on the public rights-of-way, and analyze data in a controlled setting to inform the City on whether to engage a future procurement process for a dockless shared micromobility device program, or other modes of dockless shared transportation, as a permanent transportation program;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:**

SECTION 1. Chapter 7-12, providing for a Dockless Shared Micromobility Device Pilot Program is hereby created to read as follows:

**Section 7-12-1. - Establishment of Dockless Shared Micromobility Device Pilot Program.**

The purpose of this Chapter is to establish, permit and regulate a Dockless Shared Micromobility Device Pilot Program in the City of Pensacola. The provisions of this Chapter shall apply to the Dockless Shared Micromobility Device Pilot Program and Dockless Shared Micromobility Devices. For the purpose of this Chapter, the applicant, managing agent or Vendor, and owner shall be jointly and severally liable for complying with the provisions of this Chapter, the operating agreement and permit.

SECTION 2. Chapter 7-12-2 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

**Section 7-12-2 - Definitions.**

For purposes of this Chapter, the following words and phrases, when used in this Chapter, shall have the meanings respectively ascribed to them in this section. The definitions in F.S. Ch. 316 apply to this Chapter and are hereby incorporated by reference.

*Dockless Shared Micromobility Device (Micromobility Device)* means a Micromobility Device made available for shared use or rent to individuals on a short-term basis for a price or fee.

*Dockless Shared Micromobility Device System* means a system generally, in which Dockless Shared Micromobility Devices are made available for shared use or rent to individuals on a short-term basis for a price or fee.

*Geofencing* means the use of GPS or RFID technology to create a virtual geographic boundary, enabling software to trigger a response when a mobile device enters or leaves a particular area.

*Micromobility Device* shall have the meaning ascribed to it in Section 316.003, Florida Statutes, as amended. Micromobility Device(s) are further defined as a vehicle that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground.

*Pedestrian* means people utilizing Sidewalks, Sidewalk Area or Rights-of-way on foot and shall include people using wheelchairs or other ADA-compliant devices.

*Rebalancing* means the process by which shared Micromobility Devices, or other devices, are redistributed to ensure their availability throughout a service area and to prevent excessive buildup of Micromobility Devices or other similar devices.

*Relocate or Relocating or Removal* means the process by which the City moves the Micromobility Device and either secures it at a designated location or places it at a proper distribution point.

*Rights-of-way* means land in which the City owns the fee or has an easement devoted to or required for use as a Transportation Facility and may lawfully grant access pursuant to applicable law, and includes the surface, the air space over the surface and the area below the surface of such rights-of-way.

*Service Area* means the geographical area within the City where the Vendor is authorized to offer Shared Micromobility Device service for its users/customers as defined by the Pilot Program Operating Agreement and Permit.

*Sidewalk* means that portion of a street between the curb line, or the lateral line, of a roadway and the adjacent property lines, intended for use by pedestrians.

*Sidewalk Area(s)* includes trail in the area of a sidewalk, as well as the sidewalk

and may be a median strip or a strip of vegetation, grass or bushes or trees or street furniture or a combination of these between the curb line of the roadway and the adjacent property.

*User* means a person who uses a digital network in order to obtain a Micromobility Device from a Vendor.

*Vendor* means any entity that owns, operates, redistributes, or rebalances Micromobility Devices, and deploys a Shared Micromobility Device System within the City.

SECTION 3. Chapter 7-12-3 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

**Section 7-12-3. - Pilot Program for Shared Micromobility Devices on Public Rights-of- Way; Establishment; Criteria.**

(a) The City hereby establishes a 12 month Shared Micromobility Device Pilot Program for the operation of shared micromobility devices on Sidewalks and Sidewalk Areas within the City limits.

(b) It is anticipated the Pilot Program will commence on January 1, 2020, or on such other date as directed by the City Council (“Commencement Date”), and will terminate 12 months after the Commencement Date.

(c) Shared Micromobility Devices shall not be operated in the City unless a Vendor has entered into a fully executed Operating License Agreement and permit (“Pilot Program Operating Agreement and Permit”) with the City. The Mayor or his/her designee is authorized to develop, and execute, the Pilot Program Operating Agreement and Permit and any other documents related to the Pilot Program.

(d) If two or more Shared Micromobility Devices from a Vendor, without a valid Pilot Program Operating Agreement and Permit with the City, are found at a particular location within the City, it will be presumed that they have been deployed by that Vendor, and it will be presumed the Vendor is in violation of this Chapter and the Shared Micromobility Devices are subject to impoundment.

(e) A Vendor shall apply to participate in the Pilot Program. The City shall select up to two (2) Vendors to participate in the Pilot Program, unless otherwise directed by the City Council.

(f) No more than a total of five hundred (500) Micromobility Devices, distributed equally among the Vendors selected to participate in the Pilot Program, or as directed by the Mayor or his/her designee, will be permitted to operate within the City during the Pilot Program. Micromobility Devices that are impounded or removed by the City shall count towards the maximum permitted Micromobility Devices authorized within the City.

(g) Once selected as a Pilot Program participant, a Vendor shall submit a one time, non-



refundable permit fee of \$500.00, prior to entering into the Pilot Program Operating Agreement and Permit, which shall be used to assist with offsetting costs to the City related to administration and enforcement of this Chapter and the Pilot Program.

(h) In addition to the non-refundable permit fee set forth herein, prior to entering into the Pilot Program Operating Agreement and Permit, a Vendor shall remit to the City a one-time, non-refundable fee in the amount of \$100.00 per device deployed by the Vendor.

(i) Prior to entering into a Pilot Program Operating Agreement and Permit, a Vendor shall, at their own expense, obtain and file with the City a performance bond in the amount of no less than \$10,000.00. The performance bond shall serve to guarantee proper performance under the requirements of this Chapter and the Pilot Program Operating Agreement and Permit; restore damage to the City's Rights-of-way; and secure and enable City to recover all costs or fines permitted under this Chapter if the Vendor fails to comply with such costs or fines. The performance bond must name the City as Obligee and be conditioned upon the full and faithful compliance by the Vendor with all requirements, duties and obligations imposed by this Chapter and the Pilot Program Operating Agreement and Permit. The performance bond shall be in a form acceptable to the City and must be issued by a surety having an A.M. Best A-VII rating or better and duly authorized to do business in the State of Florida. The City's right to recover under the performance bond shall be in addition to all other rights of the City, whether reserved in this Chapter, or authorized by other law, and no action, proceeding or exercise of a right with respect to the performance bond will affect or preclude any other right the City may have. Any proceeds recovered under the performance bond may be used to reimburse the City for such additional expenses as may be incurred by the City as a result of the failure of the Vendor to comply with the responsibilities imposed by this Chapter, including, but not limited to, attorney's fees and costs of any action or proceeding and the cost to Relocate any Micromobility Device and any unpaid violation fines.

(j) The Pilot Program Operating Agreement and Permit will be effective for a 12 month period and will automatically expire at the end of the 12 month period, unless extended, or otherwise modified, by the City Council. Upon expiration of the Pilot Program, Vendors shall immediately cease operations and, within two (2) business days of the expiration of the Pilot Program, Vendors shall remove all Micromobility Devices from the City, unless otherwise directed by the City Council. Failure to remove all Micromobility Devices within the two (2) business day timeframe, may result in the impoundment of the Micromobility Devices and the Vendor will have to pay applicable fees to recover the Micromobility Devices from impound in accordance with this Chapter.

(k) In the event the Pilot Program is extended, or otherwise modified, by the City Council, the Pilot Program Operating Agreement and Permit may be extended consistent with such City Council direction.

(l) Upon expiration of the Pilot Program, Micromobility Devices shall not be permitted to operate within the City until and unless the City Council adopts an ordinance authorizing the same.

SECTION 4. Chapter 7-12-4 of the Code of the City of Pensacola, Florida, is

hereby created to read as follows:

**Section 7-12-4. - Operation of a Dockless Shared Micromobility Device System – Vendors' Responsibilities and Obligations; Micromobility Device Specifications.**

(a) The Vendor of a Shared Micromobility Device System is responsible for maintenance of each shared Micromobility Device.

(b) The Micromobility Device shall be restricted to a maximum speed of 15 miles per hour within the City.

(c) Each Micromobility Device shall prominently display the Vendor's company name and contact information, which may be satisfied by printing the company's Uniform Resource Locator (URL) or providing a code to download the company's mobile application.

(d) Vendors must comply with all applicable local, state and federal regulations and laws.

(e) Vendors must provide to the City an emergency preparedness plan that details where the Micromobility Devices will be located and the amount of time it will take to secure all Micromobility Devices once a tropical storm or hurricane warning has been issued by the National Weather Service. The Vendor must promptly secure, all Micromobility Devices within 12 hours of an active tropical storm warning or hurricane warning issued by the National Weather Service. Following the tropical storm or hurricane, the City will notify the Vendor when, and where, it is safe to redistribute the Micromobility Devices within the City.

(f) Micromobility Devices that are inoperable/damaged, improperly parked, blocking ADA accessibility or do not comply with this Chapter must be removed by the Vendor within one hour upon receipt of the complaint. An inoperable or damaged Micromobility Device is one that has non-functioning features or is missing components. A Micromobility Device that is not removed within this timeframe is subject to impoundment and any applicable impoundment fees, code enforcement fines, or penalties.

(g) Vendors shall provide the City with data as required in the Pilot Program Operating Agreement and Permit.

(h) Vendors must provide details on how users can utilize the Micromobility Device without a smartphone.

(i) Vendors must Rebalance the Micromobility Devices daily based on the use within each service area as defined by the Pilot Program Operating Agreement and Permit to prevent excessive buildup of units in certain locations.

(j) The Vendor's mobile application and website must inform users of how to safely and

legally ride a Micromobility Device.

(k) The Vendor's mobile application must clearly direct users to customer support mechanisms, including but not limited to phone numbers or websites. The Vendor must provide a staffed, toll-free Customer Service line which must provide support 24 hours per day, 365 days per year.

(l) The Vendor must provide a direct customer service or operations staff contact to City Department staff.

(m) All Micromobility Devices shall comply with the lighting standards set forth in Section 316.2065(7), Florida Statutes, as may be amended or revised, which requires a reflective front white light visible from a distance of at least 500 feet and a reflective rear red light visible from a distance of at least 600 feet.

(n) All Micromobility Devices shall be equipped with GPS, cell phone or a comparable technology for the purpose of tracking.

(o) All Micromobility Devices must include a kickstand capable of keeping the unit upright when not in use.

(p) The only signage allowed on a Micromobility Device is to identify the Vendor. Third-party advertising is not allowed on any Micromobility Device.

(q) The Mayor or his/her designee, at their discretion, may create Geofenced areas where the Micromobility Devices shall not be utilized or parked. The Vendor must have the technology available to operate these requirements upon request.

(r) The Mayor or his/her designee, at their discretion, may create designated parking zones (i.e., bike corrals) in certain areas where the Micromobility Devices shall be parked.

SECTION 5. Chapter 7-12-5 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

**Section 7-12-5. - Operation and Parking of a Micromobility Device.**

(a) The riding and operating of Micromobility/Scooter Devices is permissible upon all Sidewalks, Sidewalk Areas and other areas a bicycle may legally travel, located within City limits, except those areas listed below and where prohibited by official posting or as designated in this Chapter or the Pilot Program Operating Agreement and Permit.

(b) Micromobility/Scooter devices are prohibited from operating or parking at all times on streets, sidewalks, bike paths or sidewalk street areas on Palafox Street between Wright and Pine Streets.

(c) Micromobility/Scooter devices are prohibited from operating at all times on sidewalks

along Belmont Street between Gregory and Cervantes Streets.

(d) A User of a Micromobility/ScooterDevice has all the rights and duties applicable to the rider of a bicycle under Section 316.2065, Florida Statutes, except the duties imposed by Sections 316.2065(2), (3)(b) and (3)(c), which by their nature do not apply to Micromobility/ScooterDevices.

(e) Micromobility/ScooterDevices shall be restricted to a maximum speed of 15 miles per hour.

(f) A User operating a Micromobility/ScooterDevice upon and along a Sidewalk, Sidewalk Area, or across a roadway upon and along a crosswalk, has all the rights and duties applicable to a bicyclist under the same circumstances and shall yield the right-of-way to any Pedestrian and shall give an audible signal before overtaking and passing such Pedestrian.

(g) A User operating a Micromobility/ScooterDevice must comply with all applicable local, state and federal laws.

(h) Use of public sidewalks for parking Micromobility/ScooterDevices must not:

- (i) Adversely affect the streets or sidewalks
- (ii) Inhibit pedestrian movement
- (iii) Inhibit the ingress and egress of vehicles parked on- or off-street
- (iv) Create conditions which are a threat to public safety and security
- (v) Prevent a minimum four (4) foot pedestrian clear path
- (vi) Impede access to existing docking stations, if applicable
- (vii) Impede loading zones, handicap accessible parking zone or other facilities specifically designated for handicap accessibility, on-street parking spots, curb ramps, business or residential entryways, driveways, travel lanes, bicycle lanes or be within 15 feet of a fire hydrant.
- (viii) Violate Americans with Disabilities Act (ADA) accessibility requirements.

SECTION 6. Chapter 7-12-6 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

**Section 7-12-6. - Impoundment; Removal or Relocating by the City.**

(a) Any shared Micromobility Device that is inoperable/damaged, improperly parked, blocking ADA accessibility, does not comply with this Chapter or are left unattended on public property, including Sidewalks, Sidewalk Areas, Rights-of-way and parks, may be impounded, removed, or relocated by the City. A shared rental Micromobility Device is not considered unattended if it is secured in a designated parking area, rack (if applicable), parked correctly or in another location or device intended for the purpose of securing such device.

(b) Any Micromobility Device that is displayed, offered, made available for rent in the City

by a Vendor without a valid Pilot Program Operating Agreement and Permit with the City is subject to impoundment or Removal by the City and will be subject to applicable impoundment fees or removal fines as specified in this Chapter.

(c) The City may, but is not obligated, to Remove or Relocate a Micromobility Device that is in violation of this Chapter. A Vendor shall pay a \$75.00 fee per device that is Removed or Relocated by the City.

(d) Impoundment shall be done in accordance with F.S. § 713.78. The Vendor shall be solely responsible for all expenses, towing fees and costs required by the towing company to retrieve any impounded Micromobility Device(s). The Vendor of a Micromobility Device impounded under this Chapter will be subject to all liens and terms described under F.S. § 713.78, in addition to payment of all applicable penalties, costs, fines or fees that are due in accordance with this Chapter and applicable local, state and federal law.

SECTION 7. Chapter 7-12-7 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

**Section 7-12-7. -Operation of a Shared Micromobility Device Program– Enforcement, Fees, Fines and Penalties.**

(a) The City reserves the right to revoke any Pilot Program Operating Agreement and Permit, if there is a violation of this Chapter, the Pilot Program Operating Agreement and Permit, public health, safety or general welfare, or for other good and sufficient cause as determined by the City in its sole discretion.

(b) Violations of this Chapter shall be enforced as non-criminal infractions of City ordinances.

(c) Violations of Operating a Shared Micromobility Device System without a valid fully executed Pilot Program Operating Agreement and Permit, shall be fined \$250.00 per day for an initial offense, and \$500.00 per day for any repeat offenses within thirty (30) days of the last offense by the same Vendor. Each day of non-compliance shall be a separate offense.

(d) Violations of this Chapter or of the Pilot Program Operating Agreement and Permit shall be fined at \$100.00 per device per day for an initial offense, and \$200.00 per device per day for any repeat offenses within thirty (30) days of the last same offense by the same Vendor. Each day of non-compliance shall be a separate offense.

(e) In addition to any other applicable code enforcement fines, the following fees, costs and fines shall apply to Vendors:

- (i) Pilot Program Permit Fee \$50.00 – non-refundable

|       |   |   |
|-------|---|---|
| (ii)  | Performance Bond  | \$10,000.00 minimum   |
| (iii) | One time per unit fee                                       | \$100 per unit - non-refundable   |
| (iv)  | Removal or Relocation by the City                           | \$ 75.00 per device the City Fee  |
| (v)   | Operating Without a Valid Operating Agreement & Permit Fine | \$250 per day; \$500 per day for second offense                             |
| (vi)  | Permit Violation Fine                                       | \$100.00 per device per day;<br>\$200 per device per day for second offense |

(f) A Vendor is subject, at the discretion of the Mayor or his/her designee, to a fleet size reduction or total Pilot Program Operating Agreement and Permit revocation should the following occur:

- (i) If the violations of the regulations set forth in this Chapter are not addressed in a timely manner or;
- (ii) 15 unaddressed violations of the regulations set forth by this Chapter within a 30 day period;
- (iii) Submission of inaccurate or fraudulent data.

(g) In the event of violation fines being assessed as specified herein or a Pilot Program Operating Agreement and Permit revocation, the Mayor or his/her designee, or designee, shall provide written notice of the violation fines or revocation via certified mail or other method agreed upon in the operating user agreement, informing the Vendor of the violation fines or revocation.

SECTION 8. Chapter 7-12-8 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

**Section 7-12-8. - Appeal Rights.**

(a) Vendors who have been subject to imposition of violation fines pursuant to Section 13-2-2 or a Pilot Program Operating Agreement and Permit revocation may appeal the imposition of violation fines or the revocation. Should a Vendor seek an appeal from the imposition of violation fines or the Pilot Program Operating Agreement and Permit revocation, the Vendor shall furnish notice of such request for appeal to the City Code Enforcement Board no later than ten (10) business days, after the date of mailing, of the certified letter informing the Vendor of the imposition of violation fines or revocation of the Pilot Program Operating Agreement and Permit.

(b) Upon receipt of a request for appeal, a hearing shall be scheduled and conducted by

the Special Magistrate in accordance with the authority and hearing procedures set forth in the Section 13-1-6. The hearing shall be conducted at the next regular meeting date of the Code Enforcement Board or other regular meeting date of the Code Enforcement Board as agreed between the City and the Vendor.

(c) Findings of fact shall be based upon a preponderance of the evidence and shall be based exclusively on the evidence of record and on matters officially recognized.

(d) The Special Magistrate shall render a final order within thirty (30) calendar days after the hearing concludes, unless the Parties waive the time requirement. The final order shall contain written findings of fact, conclusions of law, and a recommendation to approve, approve with conditions or deny the decision subject to appeal. A copy of the final order shall be provided to the Parties by certified mail or, upon mutual agreement of the Parties, by electronic communication.

(e) A Vendor may challenge the final order by an appeal filed in accordance with Florida law with the circuit court no later than thirty (30) days following rendition of the final decision or in any court having jurisdiction.

SECTION 9. Chapter 7-12-9 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

**Section 7-12-9. - Indemnification and Insurance.**

(a) As a condition of the Pilot Program Operating Agreement and Permit, the Vendor agrees to indemnify, hold harmless and defend the City, its representatives, employees, and elected and appointed officials, from and against all ADA accessibility and any and all liability, claims, damages, suits, losses, and expenses of any kind, including reasonable attorney's fees and costs for appeal, associated with or arising out of, or from the Pilot Program Operating Agreement and Permit, the use of right-of-way or city-owned property for Pilot Program operations or arising from any negligent act, omission or error of the Vendor, owner or, managing agent, its agents or employees or from failure of the Vendor, its agents or employees, to comply with each and every requirement of this Ordinance, the Pilot Program Operating Agreement and Permit or with any other federal, state, or local traffic law or any combination of same.

(b) Prior to commencing operation in the Pilot Program, the Vendor shall provide and maintain such liability insurance, property damage insurance and other specified coverages in amounts and types as determined by the City and contained in the Pilot Program Operating Agreement and Permit, necessary to protect the City its representatives, employees, and elected and appointed officials, from all claims and damage to property or bodily injury, including death, which may arise from any aspect of the Pilot Program or its operation.

(c) A Vendor shall include language in their User agreement that requires, to the fullest extent permitted by law, the User to fully release, indemnify and hold harmless the City.

(d) In addition to the requirements set forth herein, the Vendor shall provide any additional insurance coverages in the specified amounts and comply with any revised indemnification provision specified in the Pilot Program Operating Agreement and Permit.

(e) The Vendor shall provide proof of all required insurance prior to receiving a fully executed Pilot Program Operating Agreement and Permit.

SECTION 10. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 11. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 12. 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



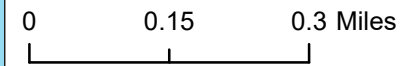
# Proposed Micro Mobility Device Franchise and Exclusion Areas

-  Franchise Area
-  Exclusion Areas

**N Devilliers St  
from Jackson St to Gregory St  
only sidewalks excluded**

**Palafox St  
from Wright St to Main St  
sidewalks and street excluded**

**Veterans Memorial Park  
excluded**



Date: 7/2/2019



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.





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 05-19

City Council

8/8/2019

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### **LEGISLATIVE ACTION ITEM**

**SPONSOR:** Grover C. Robinson, IV, Mayor

**SUBJECT:**

PROPOSED ORDINANCE NO. 05-19 - AMENDMENT TO LAND DEVELOPMENT CODE CHAPTER 12-10 FLOODPLAIN MANAGEMENT AND CREATING SECTION 14-1-133 LOCAL GOVERNMENT AMENDMENTS TO FLORIDA CODE

**RECOMMENDATION:**

That City Council adopt Proposed Ordinance No. 05-19 on second reading.

AN ORDINANCE REPEALING AND REPLACING SECTION 12-10-1 THROUGH SECTION 12-10-6 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR FLOODPLAIN MANAGEMENT REGULATIONS, DEVELOPMENT STANDARDS AND PROCEDURES FOR CONSTRUCTION IN AREAS SUBJECT TO FLOODING; CREATING SECTION 12-10-7 THROUGH SECTION 12-10-17 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR INSPECTION OF FLOODPLAIN CONSTRUCTION; VARIANCES AND APPEALS; DEFINITIONS; REGULATING CONSTRUCTION AND SITING OF BUILDINGS, SUBDIVISIONS, MANUFACTURED HOMES, RECREATIONAL VEHICLES AND TRAILERS, TANKS AND OTHER DEVELOPMENTS; CREATING SECTION 14-1-133 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FLOODPLAIN AMENDMENTS SUPPLEMENTAL TO THE FLORIDA BUILDING CODE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

**HEARING REQUIRED:** No Hearing Required

**SUMMARY:**

An amendment to the Land Development Code Chapter 12-10 regarding floodplain management is a result of a mandate from the State of Florida Division of Emergency Management. The amendment will enable the City to remain compliant with the National Flood Insurance Program (NFIP) and the Community Rating System (CRS). By maintaining the City's CRS rating, our citizens are able to enjoy discounts on their flood insurance premiums. The proposed language will replace the existing

Chapter 12-10 in its entirety and would satisfy the requirements of the State.

On May 8, 2018, the Planning Board unanimously recommended approval of the proposed amendment to the Land Development Code Chapter 12-10. Floodplain Management.

Section 14-1-133 Local Government Amendments to Florida Building Code is being created.

**PRIOR ACTION:**

July 18, 2019 - City Council voted to approve Proposed Ordinance No. 05-19 on first reading.

**FUNDING:**

N/A

**FINANCIAL IMPACT:**

None

**CITY ATTORNEY REVIEW:** Yes

5/30/2019

**STAFF CONTACT:**

Christopher L. Holley, City Administrator  
Jonathan P. Bilby, CFM, Inspection Services Administrator

**ATTACHMENTS:**

- 1) Proposed Ordinance No. 05-19
- 2) May 8, 2018 Planning Board Minutes

**PRESENTATION:** No

PROPOSED  
ORDINANCE NO. 05-19

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE  
TO BE ENTITLED:

AN ORDINANCE REPEALING AND REPLACING SECTION 12-10-1 THROUGH SECTION 12-10-6 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR FLOODPLAIN MANAGEMENT REGULATIONS, DEVELOPMENT STANDARDS AND PROCEDURES FOR CONSTRUCTION IN AREAS SUBJECT TO FLOODING; CREATING SECTION 12-10-7 THROUGH SECTION 12-10-17 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR INSPECTION OF FLOODPLAIN CONSTRUCTION; VARIANCES AND APPEALS; DEFINITIONS; REGULATING CONSTRUCTION AND SITING OF BUILDINGS, SUBDIVISIONS, MANUFACTURED HOMES, RECREATIONAL VEHICLES AND TRAILERS, TANKS AND OTHER DEVELOPMENTS; CREATING SECTION 14-1-133 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FLOODPLAIN AMENDMENTS SUPPLEMENTAL TO THE FLORIDA BUILDING CODE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Legislature of the State of Florida has, in Chapter 166, Florida Statutes, conferred upon local governments the authority to adopt regulations designed to promote the public health, safety, and general welfare of its citizenry; and

WHEREAS, the Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of the City of Pensacola and such areas may be subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare, and

WHEREAS, the City of Pensacola was accepted for participation in the National Flood Insurance Program on September 15, 1977 and the City Council desires to continue to meet the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60, necessary for such participation; and

WHEREAS, Chapter 553, Florida Statutes, was adopted by the Florida Legislature to provide a mechanism for the uniform adoption, updating, amendment, interpretation and enforcement of a state building code, called the *Florida Building Code*; and

WHEREAS, Chapter 553, Florida Statutes, allows for local technical amendments to the Florida Building Code that provide for more stringent requirements than those specified in the Code and allows for local administrative and local technical amendments to the *Florida Building Code* to implement the National Flood Insurance Program and incentives;

WHEREAS, the City of Pensacola previously adopted a requirement to increase the minimum elevation requirement, to limit partitioning of enclosed areas below elevated buildings, and to limit access to enclosed areas for buildings and structures in flood hazard areas prior to July 1, 2010 and, pursuant to section 553.73(5), F.S., is formatting that requirement to coordinate with the *Florida Building Code*;

WHEREAS, the City of Pensacola has determined that it is in the public interest to adopt the proposed technical amendments to the *Florida Building Code* and the proposed amendments are not more stringent than necessary to address the need identified, do not discriminate against materials, products or construction techniques of demonstrated capabilities, are in compliance with section 555.73(4), Florida Statutes.

WHEREAS, the City Council has determined that it is in the public interest to adopt the proposed floodplain management regulations that are coordinated with the *Florida Building Code*,

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

**SECTION 1.** Section 12-10-1 through Section 12-10-6 of the Code of the City of Pensacola, Florida is hereby repealed and replaced with the following:

**Sec. 12-10-1. Statutory authorization, findings of fact, purpose and objectives.**

**Sec. 12-10-1. - General**

(A) Title. These regulations shall be known as the *Floodplain Management Ordinance of City of Pensacola*, hereinafter referred to as “this ordinance.”

(B) Scope. The provisions of this ordinance shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the *Florida Building Code*; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

(C) Intent. The purposes of this ordinance and the flood load and flood resistant construction requirements of the *Florida Building Code* are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

- (1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
- (2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
- (3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
- (4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
- (5) Minimize damage to public and private facilities and utilities;
- (6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
- (7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
- (8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in Title 44 Code of Federal Regulations, Section 59.22.

(D) Coordination with the Florida Building Code. This ordinance is intended to be administered and enforced in conjunction with the *Florida Building Code*. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the *Florida Building Code*.

(E) Warning. The degree of flood protection required by this ordinance and the *Florida Building Code*, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This ordinance does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this ordinance.

(F) Disclaimer of Liability. This ordinance shall not create liability on the part of the City Council of the City of Pensacola or by any officer or employee thereof for any flood damage that results from reliance on this ordinance or any administrative decision lawfully made thereunder.

### **Sec. 12-10-2. - Applicability**

(A) General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

(B) Areas to which this ordinance applies. This ordinance shall apply to all flood hazard areas within the City of Pensacola as established in Section 12-10-2(C) of this ordinance.

(C) Basis for establishing flood hazard areas. The Flood Insurance Study for Escambia County, Florida and Incorporated Areas dated September 29, 2006, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this ordinance and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at Inspection Services at the City of Pensacola.

(D) Submission of additional data to establish flood hazard areas. To establish flood hazard areas and base flood elevations, pursuant to Section 12-10-5 of this ordinance the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

- (1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this ordinance and, as applicable, the requirements of the Florida Building Code.
- (2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

(E) Other laws. The provisions of this ordinance shall not be deemed to nullify any provisions of local, state or federal law.

(F) Abrogation and greater restrictions. This ordinance supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances including but not limited to land development regulations, zoning ordinances, stormwater management regulations, or the *Florida Building Code*. In the event of a conflict between this ordinance and any other ordinance, the more restrictive shall govern. This ordinance shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this ordinance.

(G) Interpretation. In the interpretation and application of this ordinance, all provisions shall be:

- (1) Considered as minimum requirements;
- (2) Liberally construed in favor of the governing body; and
- (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

### **Sec. 12-10-3 Duties and Powers of the Floodplain Administrator**

(A) Designation. The Building Official is designated as the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees.

(B) General. The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this ordinance. The Floodplain Administrator shall have the authority to render interpretations of this ordinance consistent with the intent and purpose of this ordinance and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this ordinance without the granting of a variance pursuant to Section 12-10-7 of this ordinance.

(C) Applications and permits. The Floodplain Administrator, in coordination with other pertinent offices of the community, shall:

- (1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
- (2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this ordinance;
- (3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
- (4) Provide available flood elevation and flood hazard information;
- (5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
- (6) Review applications to determine whether proposed development will be reasonably safe from flooding;
- (7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*, when compliance with this ordinance is demonstrated, or disapprove the same in the event of noncompliance; and
- (8) Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this ordinance.

(D) Substantial improvement and substantial damage determinations. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

- (1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the



building or structure shall be the market value before the damage occurred and before any repairs are made;

- (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
- (3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
- (4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the *Florida Building Code* and this ordinance is required.

(E) *Modifications of the strict application of the requirements of the Florida Building Code.* The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to Section 12-10-7 of this ordinance.

(F) *Notices and orders.* The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this ordinance.

(G) *Inspections.* The Floodplain Administrator shall make the required inspections as specified in Section 12-10-6 of this ordinance for development that is not subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

(H) *Other duties of the Floodplain Administrator.* The Floodplain Administrator shall have other duties, including but not limited to:

- (1) Establish procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 12-10-3(D) of this ordinance;
- (2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);
- (3) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available;
- (4) Review required design certifications and documentation of elevations specified by this ordinance and the *Florida Building Code* to determine that such certifications and documentations are complete;

- (5) Notify the Federal Emergency Management Agency when the corporate boundaries of City of Pensacola are modified; and
- (6) Advise applicants for new buildings and structures, including substantial improvements, that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on Flood Insurance Rate Maps as “Coastal Barrier Resource System Areas” and “Otherwise Protected Areas.”

(I) *Floodplain management records.* Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this ordinance and the flood resistant construction requirements of the *Florida Building Code*, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the *Florida Building Code* and this ordinance; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this ordinance and the flood resistant construction requirements of the *Florida Building Code*. These records shall be available for public inspection at Inspection Services of the City of Pensacola.

#### **Sec. 12-10-4. - Permits**

(A) *Permits required.* Any owner or owner’s authorized agent (hereinafter “applicant”) who intends to undertake any development activity within the scope of this ordinance, including buildings, structures and facilities exempt from the *Florida Building Code*, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this ordinance and all other applicable codes and regulations has been satisfied.

(B) *Floodplain development permits or approvals.* Floodplain development permits or approvals shall be issued pursuant to this ordinance for any development activities not subject to the requirements of the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

(C) *Buildings, structures and facilities exempt from the Florida Building Code.* Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program

(44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the *Florida Building Code* and any further exemptions provided by law, which are subject to the requirements of this ordinance:

- (1) Railroads and ancillary facilities associated with the railroad.
- (2) Nonresidential farm buildings on farms, as provided in section 604.50, F.S.
- (3) Temporary buildings or sheds used exclusively for construction purposes.
- (4) Mobile or modular structures used as temporary offices.
- (5) Those structures or facilities of electric utilities, as defined in section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.
- (6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term “chickee” means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
- (7) Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
- (8) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
- (9) Structures identified in section 553.73(10)(k), F.S., are not exempt from the *Florida Building Code* if such structures are located in flood hazard areas established on Flood Insurance Rate Maps

(D) *Application for a permit or approval.* To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the City. The information provided shall:

- (1) Identify and describe the development to be covered by the permit or approval.
- (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
- (3) Indicate the use and occupancy for which the proposed development is intended.
- (4) Be accompanied by a site plan or construction documents as specified in Section 12-10-5 of this ordinance.
- (5) State the valuation of the proposed work.
- (6) Be signed by the applicant or the applicant's authorized agent.
- (7) Give such other data and information as required by the Floodplain Administrator.

(E) *Validity of permit or approval.* The issuance of a floodplain development permit or approval pursuant to this ordinance shall not be construed to be a permit for, or approval of, any violation of this ordinance, the *Florida Building Codes*, or any other ordinance of the City. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

(F) Expiration. A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

(G) Suspension or revocation. The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this ordinance or any other ordinance, regulation or requirement of the City.

(H) Other permits required. Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

- (1) The Northwest Florida Water Management District; section 373.036, F.S.
- (2) Florida Department of Health for onsite sewage treatment and disposal systems; section 381.0065, F.S. and Chapter 64E-6, F.A.C.
- (3) Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; section 161.141, F.S.
- (4) Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; section 161.055, F.S.
- (5) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
- (6) Federal permits and approvals.

#### **Sec. 12-10-5. - Site Plans and Construction Documents**

(A) Information for development in flood hazard areas. The site plan or construction documents for any development subject to the requirements of this ordinance shall be drawn to scale and shall include, as applicable to the proposed development:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.
- (2) Where base flood elevations or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Section 12-10-5(B)(2) or (3) of this ordinance.
- (3) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than 5 acres and the base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Section 12-10-5(B)(1) of this ordinance.

- (4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.
- (5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
- (6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
- (7) Delineation of the Coastal Construction Control Line or notation that the site is seaward of the coastal construction control line, if applicable.
- (8) Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the Florida Department of Environmental Protection.
- (9) Existing and proposed alignment of any proposed alteration of a watercourse.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this ordinance but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this ordinance.

(B) *Information in flood hazard areas without base flood elevations (approximate Zone A).* Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the Floodplain Administrator shall:

- (1) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
- (2) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.
- (3) Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the Floodplain Administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:
  - (a) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
  - (b) Specify that the base flood elevation is two (2) feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two (2) feet.
- (4) Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

(C) Additional analyses and certifications. As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

- (1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in Section 12-10-5(D) of this ordinance and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.
- (2) For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.
- (3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in Section 12-10-5(D) of this ordinance.
- (4) For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (Zone V), an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage.

(D) Submission of additional data. When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

### **Sec. 12-10-6. - Inspections**

(A) General. Development for which a floodplain development permit or approval is required shall be subject to inspection.

(B) Development other than buildings and structures. The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this ordinance and the conditions of issued floodplain development permits or approvals.

(C) Buildings, structures and facilities exempt from the Florida Building Code. The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this ordinance and the conditions of issued floodplain development permits or approvals.

(D) Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection. Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the Floodplain Administrator:

- (1) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or
- (2) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with Section 12-10-5(B)(3)(b) of this ordinance, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.

(E) Buildings, structures and facilities exempt from the Florida Building Code, final inspection. As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in Section 12-10-6(D) of this ordinance.

(F) Manufactured homes. The Floodplain Administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this ordinance and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the Floodplain Administrator.

**SECTION 2.** Section 12-10-7 through Section 12-10-17 of the Code of the City of Pensacola, Florida, is hereby created to read:

**Sec. 12-10-7. – Variances and Appeals**

(A) General. The Construction Board of Adjustments and Appeals shall hear and decide on requests for appeals and requests for variances from the strict application of this ordinance. Pursuant to section 553.73(5), F.S., the Construction Board of Adjustments and Appeals shall hear and decide appeals and requests for variances from the strict application of the flood resistant construction requirements of the Florida Building Code. This section does not apply to Section 3109 of the Florida Building Code, Building.

(B) Appeals. The Construction Board of Adjustments and Appeals shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by

the Floodplain Administrator in the administration and enforcement of this ordinance. Any person aggrieved by the decision may appeal such decision by certiorari appeal to the Circuit Court.

(C) *Limitations on authority to grant variances.* Constructions Board of Adjustments and Appeals shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Section 12-10-7(G) of this ordinance, the conditions of issuance set forth in Section 12-10-7(H) of this ordinance, and the comments and recommendations of the Floodplain Administrator. The Construction Board of Adjustments and Appeals has the right to attach such conditions as it deems necessary to further the purposes and objectives of this ordinance.

(D) *Restrictions in floodways.* A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in Section 12-10-5(C) of this ordinance.

(E) *Historic buildings.* A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the *Florida Building Code, Existing Building, Chapter 12 Historic Buildings*, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the *Florida Building Code*.

(F) *Functionally dependent uses.* A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this ordinance, provided the variance meets the requirements of Section 12-10-5(D), is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

(G) *Considerations for issuance of variances.* In reviewing requests for variances, the Construction Board of Adjustments and Appeals shall consider all technical evaluations, all relevant factors, all other applicable provisions of the *Florida Building Code*, this ordinance, and the following:

- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
- (2) The danger to life and property due to flooding or erosion damage;
- (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
- (4) The importance of the services provided by the proposed development to the community;



- (5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
- (6) The compatibility of the proposed development with existing and anticipated development;
- (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
- (8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
- (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
- (10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

(H) Conditions for issuance of variances. Variances shall be issued only upon:

- (1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this ordinance or the required elevation standards;
- (2) Determination by the Construction Board of Adjustments and Appeals that:
  - (a) Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;
  - (b) The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and
  - (c) The variance is the minimum necessary, considering the flood hazard, to afford relief;
- (3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and
- (4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as \$25 for \$100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

**Sec. 12-10-8. - VIOLATIONS**

(A) *Violations.* Any development that is not within the scope of the *Florida Building Code* but that is regulated by this ordinance that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this ordinance, shall be deemed a violation of this ordinance. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this ordinance or the *Florida Building Code* is presumed to be a violation until such time as that documentation is provided.

(B) *Authority.* For development that is not within the scope of the *Florida Building Code* but that is regulated by this ordinance and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

(C) *Unlawful continuance.* Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

#### **Sec. 12-10-9. - General**

(A) *Scope.* Unless otherwise expressly stated, the following words and terms shall, for the purposes of this ordinance, have the meanings shown in this section.

(B) *Terms defined in the Florida Building Code.* Where terms are not defined in this ordinance and are defined in the *Florida Building Code*, such terms shall have the meanings ascribed to them in that code.

(C) *Terms not defined.* Where terms are not defined in this ordinance or the *Florida Building Code*, such terms shall have ordinarily accepted meanings such as the context implies.

#### **Sec. 12-10-10. - Definitions**

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

*Appeal.* A request for a review of the Floodplain Administrator's interpretation of any provision of this ordinance.

*ASCE 24.* A standard titled *Flood Resistant Design and Construction* that is referenced by the *Florida Building Code*. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

Base flood. A flood having a 1-percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 202.] The base flood is commonly referred to as the "100-year flood" or the "1-percent-annual chance flood."

Base flood elevation. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 202.]

Basement. The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 202; see "Basement (for flood loads)".]

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

Coastal high hazard area. A special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on Flood Insurance Rate Maps (FIRM) as Zone V1-V30, VE, or V.

Design flood. The flood associated with the greater of the following two areas:

- (a) Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or
- (b) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

Design flood elevation. The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet.

Development. Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.

Encroachment. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

Existing building and existing structure. Any buildings and structures for which the “start of construction” commenced before September 15, 1977.

Existing manufactured home park or subdivision. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before September 15, 1977.

Expansion to an existing manufactured home park or subdivision. The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

Federal Emergency Management Agency (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

Flood or flooding. A general and temporary condition of partial or complete inundation of normally dry land from:

- (a) The overflow of inland or tidal waters.
- (b) The unusual and rapid accumulation or runoff of surface waters from any source.

Flood damage-resistant materials. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair.

Flood hazard area. The greater of the following two areas:

- (a) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
- (b) The area designated as a flood hazard area on the community’s flood hazard map, or otherwise legally designated.

Flood Insurance Rate Map (FIRM). The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community.

Flood Insurance Study (FIS). The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Floodway Map (if applicable), the water surface elevations of the base flood, and supporting technical data.

Floodplain Administrator. The office or position designated and charged with the administration and enforcement of this ordinance (may be referred to as the Floodplain Manager).

Floodplain development permit or approval. An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this ordinance.

Floodway. The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot.

Floodway encroachment analysis. An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

Florida Building Code. The family of codes referenced in Ch. 553, Florida Statutes, adopted by the Florida Building Commission, including: *Florida Building Code, Building*; *Florida Building Code, Residential*; *Florida Building Code, Existing Building*; *Florida Building Code, Mechanical*; *Florida Building Code, Plumbing*; *Florida Building Code, Fuel Gas*.

Freeboard. The additional height, usually expressed as a factor of safety in feet, above a flood level for purposes of floodplain management. Freeboard tends to compensate for many unknown factors, such as wave action, bridge openings and hydrological effect of urbanization of the watershed, which could contribute to flood heights greater than the height calculated for a selected frequency flood and floodway conditions.

Functionally dependent use. A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.

Highest adjacent grade. The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

Historic structure. Any structure that is determined eligible for the exception to the flood hazard area requirements of the *Florida Building Code, Existing Building*, Chapter 12 Historic Buildings.

Letter of Map Change (LOMC). An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

- (a) Letter of Map Amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA

amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

(b) Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(c) Letter of Map Revision Based on Fill (LOMR-F): A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

(d) Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

Light-duty truck. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

- (a) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or
- (b) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or
- (c) Available with special features enabling off-street or off-highway operation and use.

Lowest floor. The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24.

Manufactured home. A structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer."

Manufactured home park or subdivision. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Market value. The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in this ordinance, the term refers to the market value of

buildings and structures, excluding the land and other improvements on the parcel. Market value may be established by a qualified independent appraiser, Actual Cash Value (replacement cost depreciated for age and quality of construction), or tax assessment value adjusted to approximate market value by a factor provided by the Property Appraiser.

*New construction.* For the purposes of administration of this ordinance and the flood resistant construction requirements of the *Florida Building Code*, structures for which the “start of construction” commenced on or after September 15, 1977 and includes any subsequent improvements to such structures.

*New manufactured home park or subdivision.* A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after September 15, 1977.

*Park trailer.* A transportable unit which has a body width not exceeding fourteen (14) feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures and appliances.

*Recreational vehicle.* A vehicle, including a park trailer, which is:

- (a) Built on a single chassis;
- (b) Four hundred (400) square feet or less when measured at the largest horizontal projection;
- (c) Designed to be self-propelled or permanently towable by a light-duty truck; and
- (d) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

*Sand dunes.* Naturally occurring accumulations of sand in ridges or mounds landward of the beach.

*Special flood hazard area.* An area in the floodplain subject to a 1 percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V.

*Start of construction.* The date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, or the construction of columns.

Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual “start of construction” means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred.

Substantial improvement. Any repair, reconstruction, rehabilitation, alteration, addition, or other improvement of a building or structure, the cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

- (a) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.
- (b) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

Variance. A grant of relief from the requirements of this ordinance, or the flood resistant construction requirements of the *Florida Building Code*, which permits construction in a manner that would not otherwise be permitted by this ordinance or the *Florida Building Code*.

Watercourse. A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

### **Sec. 12-10-11. - Buildings**

(A) Design and construction of buildings, structures and facilities exempt from the Florida Building Code. Pursuant to Section 12-10-4(C) of this ordinance, buildings, structures, and facilities that are exempt from the *Florida Building Code*, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the *Florida Building Code* that are not walled and roofed buildings shall comply with the requirements of section 12-10-17 of this ordinance.

(B) Buildings and structures seaward of the coastal construction control line. If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:



- (1) Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the *Florida Building Code, Building Section 3109* and *Section 1612* or *Florida Building Code, Residential Section R322*.
- (2) Minor structures and non-habitable major structures as defined in section 161.54, F.S., shall be designed and constructed to comply with the intent and applicable provisions of this ordinance and ASCE 24.

### **Sec. 12-10-12. - Subdivisions**

(A) *Minimum requirements.* Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(B) *Subdivision plats.* Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

- (1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;
- (2) Where the subdivision has more than 50 lots or is larger than 5 acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with Section 12-10-5(B)(1) of this ordinance; and
- (3) Compliance with the site improvement and utilities requirements of Section 12-10-13 of this ordinance.

### **Sec. 12-10-13. - Site Improvements, Utilities and Limitations**

(A) *Minimum requirements.* All proposed new development shall be reviewed to determine that:

- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
- (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
- (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

(B) Sanitary sewage facilities. All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, Florida Administrative Code and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

(C) Water supply facilities. All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, Florida Administrative Code and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

(D) Limitations on sites in regulatory floodways. No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in Section 12-10-5(C)(1) of this ordinance demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.

(E) Limitations on placement of fill. Subject to the limitations of this ordinance, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the *Florida Building Code*.

(F) Limitations on sites in coastal high hazard areas (Zone V). In coastal high hazard areas, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the Florida Department of Environmental Protection and only if the engineering analysis required by Section 12-10-5(C)(4) of this ordinance demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with Section 12-10-17(H)(3) of this ordinance.

#### **Sec. 12-10-14. – Manufactured Homes**

(A) General. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to section 320.8249, F.S., and shall comply with the requirements of Chapter 15C-1, Florida Administrative Code and the requirements of this ordinance. If located seaward of the coastal construction control line, all manufactured homes shall comply with the more restrictive of the applicable requirements.

(B) Limitations on installation in floodways. New installations of manufactured homes shall not be permitted in floodways.

(C) Foundations. All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that:

- (1) In flood hazard areas (Zone A) other than coastal high hazard areas, are designed in accordance with the foundation requirements of the *Florida Building Code, Residential* Section R322.2 and this ordinance. Foundations for manufactured homes subject to Section 12-10-14(G) of this ordinance are permitted to be reinforced piers or other foundation elements of at least equivalent strength.
- (2) In coastal high hazard areas (Zone V), are designed in accordance with the foundation requirements of the *Florida Building Code, Residential* Section R322.3 and this ordinance.

(D) *Anchoring.* All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

(E) *Elevation.* Manufactured homes that are placed, replaced, or substantially improved shall comply with Section 12-10-14(F) or 12-10-14(G) of this ordinance, as applicable.

(F) *General elevation requirement.* Unless subject to the requirements of Section 12-10-14(G) of this ordinance, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V).

(G) *Elevation requirement for certain existing manufactured home parks and subdivisions.* Manufactured homes that are not subject to Section 12-10-14(F) of this ordinance, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:

- (1) Bottom of the frame of the manufactured home is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A) or Section R322.3 (Zone V); or
- (2) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 6 feet in height above grade.

(H) Enclosures. Enclosed areas below elevated manufactured homes shall comply with the requirements of the *Florida Building Code, Residential Section R322.2 or R322.3* for such enclosed areas, as applicable to the flood hazard area.

(I) Utility equipment. Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the *Florida Building Code, Residential Section R322*, as applicable to the flood hazard area.

### **Sec. 12-10-15. – Recreational Vehicles and Park Trailers**

(A) Temporary placement. Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

- (1) Be on the site for fewer than 180 consecutive days; or
- (2) Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

(B) Permanent placement. Recreational vehicles and park trailers that do not meet the limitations in Section 12-10-15(A) of this ordinance for temporary placement shall meet the requirements of Section 12-10-14 of this ordinance for manufactured homes.

(C) Limitations on installation in coastal high hazard areas (Zone V). Owners of existing recreational vehicle parks in coastal high hazard areas shall not expand or increase the number of parking sites unless a plan for removal of units from the coastal high hazard area prior to a predicted flood event is prepared and submitted to Escambia County Emergency Management. Recreational vehicle park owners shall notify vehicle owners of the plan for removal.

### **Sec. 12-10-16. - Tanks**

(A) Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

(B) Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of Section 12-10-16(C) of this ordinance shall:

- (1) Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.
- (2) Not be permitted in coastal high hazard areas (Zone V).

(C) Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be elevated to or above the design flood elevation and attached to a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

(D) Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:

- (1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
- (2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

### **Sec. 12-10-17. – Other Development**

(A) General requirements for other development. All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this ordinance or the *Florida Building Code*, shall:

- (1) Be located and constructed to minimize flood damage;
- (2) Meet the limitations of Section 12-10-13(D) of this ordinance if located in a regulated floodway;
- (3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;
- (4) Be constructed of flood damage-resistant materials; and
- (5) Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

(B) Fences in regulated floodways. Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Section 12-10-13(D) of this ordinance.

(C) Retaining walls, sidewalks and driveways in regulated floodways. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Section 12-10-13(D) of this ordinance.

(D) Roads and watercourse crossings in regulated floodways. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated

floodways shall meet the limitations of Section 12-10-13(D) of this ordinance. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of Section 12-10-5(C)(3) of this ordinance.

(E) Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V). In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:

- (1) Structurally independent of the foundation system of the building or structure;
- (2) Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and
- (3) Have a maximum slab thickness of not more than four (4) inches.

(F) Decks and patios in coastal high hazard areas (Zone V). In addition to the requirements of the Florida Building Code, in coastal high hazard areas decks and patios shall be located, designed, and constructed in compliance with the following:

- (1) A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.
- (2) A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.
- (3) A deck or patio that has a vertical thickness of more than twelve (12) inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.
- (4) A deck or patio that has a vertical thickness of twelve (12) inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.

(G) Other development in coastal high hazard areas (Zone V). In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not

structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

- (1) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
- (2) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and
- (3) On-site sewage treatment and disposal systems defined in 64E-6.002, Florida Administrative Code, as filled systems or mound systems.

(H) *Nonstructural fill in coastal high hazard areas (Zone V).* In coastal high hazard areas:

- (1) Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.
- (2) Nonstructural fill with finished slopes that are steeper than one unit vertical to five units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.
- (3) Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

**SECTION 3.** Section 14-1-133 of the Code of the City of Pensacola, Florida, is hereby created to read:

**Sec. 14-1-133. Local Government Amendments to Florida Building Code.**

The Florida Building Code permits local governments to adopt amendments which are more stringent than the minimum standards in state statutes, and amendments to the technical provisions of the Florida Building Code which apply solely within the jurisdiction of the local government. Pursuant to the provisions of F.S. 553.73 (4), the following amendments are adopted and applicable within the city limits of the City of Pensacola:

(a) Section 1612.4.2 of the Florida Building Code, Building, is amended to provide:

Elevation requirements. The minimum elevation requirements shall be as specified in ASCE 24 or the base flood elevation plus 3 feet (914 mm), whichever is higher.

(b) Section R322.2.1 of the Florida Building Code, Residential, is amended to provide:

R322.2.1 Elevation requirements.

1. Buildings and structures in flood hazard areas including flood hazard areas designated as Coastal A Zones, shall have the lowest floors elevated to or above the base flood elevation plus 3 feet (914 mm), or the design flood elevation, whichever is higher.
2. In areas of shallow flooding (AO Zones), buildings and structures shall have the lowest floor (including basement) elevated to a height above the highest adjacent grade of not less than the depth number specified in feet (mm) on the FIRM plus 3 feet (914 mm), or not less than 3 feet (915 mm) if a depth number is not specified.
3. Basement floors that are below grade on all sides shall be elevated to or above base flood elevation 3 feet (914 mm), or the design flood elevation, whichever is higher.  
Exception: Enclosed areas below the design flood elevation, including basements with floors that are not below grade on all sides, shall meet the requirements of Section 322.2.2.

(c) Section R322.2.2 of the Florida Building Code, Building, is amended to provide:

R322.2.2 Enclosed areas below design flood elevation.

Enclosed areas, including crawl spaces, that are below the design flood elevation shall:

1. Be used solely for parking of vehicles, building access or storage. The interior portion of such enclosed areas shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code. The limitation on partitions does not apply to load bearing walls interior to perimeter wall (crawl space) foundations. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

(d) Section R. 322.3.2 of the Florida Building Code, Building, is amended to provide:

R322.3.2 Elevation requirements.

1. Buildings and structures erected within coastal high-hazard areas and Coastal A Zones, shall be elevated so that the bottom of the lowest horizontal structure members supporting the lowest floor, with the exception of pilings, pile caps, columns, grade beams and bracing, is elevated to or above the base flood elevation plus 3 feet (914 mm) or the design flood elevation, whichever is higher.
2. Basement floors that are below grade on all sides are prohibited.
3. The use of fill for structural support is prohibited.
4. Minor grading, and the placement of minor quantities of fill, shall be permitted for landscaping and for drainage purposes under and around buildings and for support of parking slabs, pool decks, patios and walkways.
5. Walls and partitions enclosing areas below the design flood elevation shall meet the requirements of Sections R322.3.4 and R322.3.5.

(e) Section R322.3.4 of the Florida Building Code, Building, is amended to provide:



R322.3.4 Walls below design flood elevation.

Walls are permitted below the elevated floor, provided that such walls are not part of the structural support of the building or structure and:

1. Electrical, mechanical, and plumbing system components are not to be mounted on or penetrate through walls that are designed to break away under flood loads; and
2. Are constructed with insect screening or open lattice; or
3. Are designed to break away or collapse without causing collapse, displacement or other structural damage to the elevated portion of the building or supporting foundation system. Such walls, framing and connections shall have a design safe loading resistance of not less than 10 (470 Pa) and no more than 20 pounds per square foot (958 Pa); or
4. Where wind loading values of this code exceed 20 pounds per square foot (958 Pa), the construction documents shall include documentation prepared and sealed by a registered design professional that:
  - (4.1.) The walls below the design flood elevation have been designed to collapse from a water load less than that which would occur during the design flood.
  - (4.2.) The elevated portion of the building and supporting foundation system have been designed to withstand the effects of wind and flood loads acting simultaneously on all building components (structural and nonstructural). Water loading values used shall be those associated with the design flood. Wind loading values used shall be those required by this code.

(f) Section R322.3.5 of the Florida Building Code, Building, is amended to provide:

R322.3.5 Enclosed areas below the design flood elevation.

Enclosed areas below the design flood elevation shall be used solely for parking of vehicles, building access or storage. The interior portion of such enclosed area shall not be partitioned or finished into separate rooms except for stairwells, ramps, and elevators, unless a partition is required by the fire code. Access to enclosed areas shall be the minimum necessary to allow for the parking of vehicles (garage door) or limited storage of maintenance equipment used in connection with the premises (standard exterior door) or entry to the building (stairway or elevator).

**SECTION 4. FISCAL IMPACT STATEMENT.** In terms of design, plan application review, construction and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. In terms of lower potential for flood damage, there will be continued savings and benefits for consumers.

**SECTION 5.** If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given

effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

**SECTION 6.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 7.** 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.

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_  
President of City Council

Attest:

\_\_\_\_\_  
City Clerk



**MINUTES OF THE PLANNING BOARD**

**May 8, 2018**

**MEMBERS PRESENT:** Chairman Paul Ritz, Nathan Monk, Nina Campbell, Kurt Larson, Jared Moore, Danny Grundhoefer, Victor Jordan

**MEMBERS ABSENT:** None

**STAFF PRESENT:** Brandi Deese, Assistant Planning Services Administrator, Leslie Statler, Planner, Steve Richards, Code Enforcement Officer, Rusty Wells, Assistant City Attorney, Lysia Bowling, City Attorney, Don Kraher, Council Executive, Robyn Tice, Clerk's Office

**OTHERS PRESENT:** John McFarland, Diane Mack

**AGENDA:**

- Quorum/Call to Order
- Swearing in of New Board Member – Mr. Victor Jordan
- Approval of Meeting Minutes from April 10, 2018
- New Business:
  1. Request for Site Plan Approval for 5057 N. 9th Avenue – Publix
  2. Consider Amendment to LDC Chapter 12-10 Floodplain Management
  3. Consider Amendment to LDC Section 12-2-6 Residential/Office Land Use District & LDC Section 12-2-8 Commercial Land Use District.
  4. Consider Amendment to LDC Section 12-4-6 Temporary Signs and LDC Chapter 12-14 Definitions.
- Open Forum
- Adjournment

**Call to Order / Quorum Present**

Chairman Ritz called the meeting to order at 2:01 pm with a quorum present.

**Swearing in of New Board Member** – Mr. Victor Jordan was sworn in by the Clerk's Office.

**Approval of Meeting Minutes**

Mr. Larson made a motion to approve the April 10, 2018 minutes, seconded by Ms. Campbell, and it carried unanimously.

## New Business

### Request for Site Plan Approval for 5057 N. 9<sup>th</sup> Avenue - Publix

John McFarland, Jacobs Engineering, has submitted an application for aesthetic approval for exterior modifications to the property located at 5057 N. 9<sup>th</sup> Avenue.

This property is located within the North 9<sup>th</sup> Avenue Corridor Management Overlay District and is subject to the review provisions as outlined in Section 12-2-24. The improvements proposed include a canopy roof structure at existing supermarket entrance to provide protection from the elements for both patrons approaching and an exterior shopping cart stack area.

Mr. McFarland presented to the Board. Chairman Ritz advised the canopy fit the character of the supermarket. Ms. Campbell explained it was appropriate with the structure, and there was a need for it. Mr. Jordan observed the treatment was for one door and asked why the treatment was not appropriate for the second entrance. Mr. McFarland advised that so many of the stores have vestibules for cart storage; the thought here would be to protect shopping carts and combining it with an entrance canopy. He advised the company treated entrances differently. Mr. Larson asked if this design was standard, and Mr. McFarland advised he had not seen this one before. He stated they had a plan to place bollards in front of two existing ramps. Mr. Monk wanted clarification as to why this project was before the Board, and Chairman Ritz explained that with the 9<sup>th</sup> Avenue Corridor Overlay, projects would now come before this Board for aesthetic approval. Mr. McFarland stated the base would be split face concrete block which has a textured finish. Mr. Monk explained he preferred anything over textured cinderblock. Chairman Ritz suggested specifying some type of brick with a color to match the building in the motion, and stated the project would return for an abbreviated review by the Chairman for verification. **Mr. Monk made a motion that a tan colored brick be used as the product in place of split-face concrete block to return in an abbreviated review. It was seconded by Mr. Grundhoefer.** Mr. McFarland explained there might not have been a lot of thought put into the cultured stone. Mr. Monk explained the size of the cinderblock versus the size of the brick implies value and time. Ms. Campbell noted the textured surface on the right side and asked if there were any other options. Mr. McFarland stated they were trying to use the existing colors of the building, and there were several products which looked like cultured stone. Mr. Grundhoefer pointed out everything being discussed was foreign to the existing materials, with the desire being something durable and more elegant. He was agreeable with the brick since it would be attainable and compatible to the existing materials. **The motion then carried unanimously.**

### Consider Amendment to LDC Chapter 12-10 Floodplain Management

Mr. Bill Weeks, Chief Building Official, is requesting consideration of a Land Development Code Amendment to Chapter 12-10 – Floodplain Management. This amendment is a mandate directly from the State of Florida Division of Emergency Management and will enable the City to remain compliant with the Community Rating System (CRS). By maintaining the City's CRS rating, our citizens are able to enjoy discounts on their flood insurance premiums. The attached proposed language will completely replace the existing Chapter 12-10 and would satisfy the requirements of the state.

Mr. Weeks explained that currently there are over 300 communities in the National Flood Insurance Program (NFIP) for the State of Florida with different floodplain ordinances. Participation in the program to reduce future floodplain risks makes federal flood insurance available against flood losses. Action was required by our community to repeal and replace local floodplain management regulations. Chairman Ritz offered that coming into compliance with this ordinance would be a positive direction and would bring Pensacola into compliance. Mr. Larson pointed out as being a responder who inspects facilities after an

event, if the ordinance was not approved as submitted, we would not be eligible for the lower income families to obtain the grant monies available and would hinder rebuilding. Mr. Monk agreed it was something the Board needed to do. Mr. Weeks advised that currently Pensacola was a Class 7 community with a 15% designation and by adopting this ordinance, we could become a Class 6 more easily which would give an additional 5% discount. **Mr. Jordan made a motion to approve, seconded by Ms. Campbell. The motion then carried unanimously.**

**Consider Amendment to LDC Section 12-2-6 Residential/Office Land Use District & LDC Section 12-2-8 Commercial Land Use District.**

On April 12, 2018, City Council referred to this Board for review and recommendation an Amendment to Land Development Code Section 12-2-6 Residential/Office Land Use District and 12-2-8 Commercial Land Use District. This proposed amendment would require all permitted uses requesting a drive through component to be subject to LDC Section 12-2-78 – Conditional Use Permits. If approval is recommended, staff will make the appropriate changes in each section of the code under each zoning district due to the cumulative nature of our code. The amendment would include all businesses that have a drive through component such as banks, pharmacies, dry cleaners, and restaurants. Chairman Ritz explained this amendment covered the entire city limits. Ms. Deese confirmed every drive-thru would come before this Board and the City Council for approval. Mr. Monk did not understand the motivation since we have more and more small local businesses with a drive-thru and did not see any reason to add another element to become an impediment to small businesses and a nuisance to big corporations. Mr. Grundhoefer explained if a person wanted to place a drive-thru next to a residential zone because it would be allowed, might not be an appropriate situation. The Board would look favorably on an establishment such as Taco Bell if it was not adjacent to residential, and the Board could actually review for aesthetic appeal. Ms. Campbell advised she would actually support this amendment.

Mr. Andrew Landis Power stated you could have the best of both worlds if you specified if they were in so many feet of a residential area, they would come before the Board. Ms. Deese advised there was a \$2000 filing fee for a Conditional Use Permit application. Mr. Monk thought of young entrepreneurs having a small coffee shop or dry cleaner enduring a \$2,000 filing fee when they could be denied while corporations would have no problem. This might cause the make or break of small businesses. Ms. Campbell offered if \$2,000 would make or break them, they didn't need to go into business. Mr. Monk explained the small business might not even choose to apply. **Ms. Campbell made a motion to accept the amendment as presented, seconded by Mr. Grundhoefer. The motion was denied 4 to 3, with Mr. Monk, Mr. Larson, Chairman Ritz, and Mr. Moore dissenting.**

**Consider Amendment to LDC Section 12-4-6 Temporary Signs and LDC Chapter 12-14 Definitions.**

In June 2015, the United States Supreme Court issued a decision in *Reed v. Town of Gilbert, Ariz.*, - U.S.-, 135 S. Ct. 2218 (2015) which clarified that temporary signs must be regulated in a content-neutral manner. This ruling impacted sign codes across the country, including the City of Pensacola's, because temporary signs are typically regulated by sign message. The Land Development Code currently provides specific regulations for temporary signs including real estate, political, construction, holiday displays, portable, garage sale, temporary banners, architectural or other temporary signs. These regulations are content-based and must be revised. Mr. Derek Cosson's comments have also been provided to the Board.

Chairman Ritz advised there was visual clutter with temporary signs especially during election times and agreed with Mr. Cosson's comments on the placement distance. He explained he lives on a road with a very large right-of-way, and if he went to the property line and stepped back 5 feet, he would

be quite a distance from the road and not visible. With that in mind, he preferred a shorter distance from the property line. Ms. Deese clarified the new ordinance would consist of a table with the maximum sign heights and square footage and four footnotes. Mr. Monk noted the decision from the Supreme Court and the desire of the City to conform, but he was still waiting on an answer regarding panhandling, and he was not in a rush to push this through especially in an election season. Mr. Jordan confirmed temporary signs could be up for one year or three days after the event takes place. City Attorney Bolin advised the Board needed to find a method to regulate temporary signs on a content-neutral basis. She pointed out the document was examined very carefully by Code Enforcement and Inspections to contain what was best for our community. This was the approach many cities were taking to revise the ordinances. Mr. Monk asked if the content-neutral approach would be limited to signs which were placed on metal brackets and placed in the ground or ones held by human beings. Ms. Bolin explained they would look at the definition of a sign in the Code which would not lend to a sign held by a human being. She directed the Board to page 5 for the language "Signs which are erected for a period of time not to exceed one (1) year." Per the Board's request, Ms. Deese read the definition of a sign from the current Land Development Code Section 12-14-1 "*Sign means any device, display or structure or a part thereof, which advertises, identifies, displays, directs or attracts attention to an object, person, institution, organization, business, product, service, event or location by the use of words, letters, figures, designs, symbols, fixtures, colors, illumination or projected images.*" Chairman Ritz emphasized the Board was not evaluating the content of the sign.

Diane Mack addressed the Board and stated they had been given a can of worms; what is before the Board is bad law, and what has happened is bad law making. She had read the Supreme Court decision word for word but noted that decision was delivered three years ago, and asked the Board not to rush into it. She explained the Council should be asked if they wanted to totally eliminate any kind of sign in the right-of-way which is a policy issue. She advised the Board needed to hear from Code Enforcement what would be workable and efficient enforcement. She recommended the Board conduct a workshop for fact finding with realtors, politicians and non-profit organizations. Mr. Jordan asked how the ordinance came before the Board, and Ms. Bolin advised they had drafted the ordinance for Council. Ms. Deese clarified that from time to time there were Code amendments from specific departments. This request was from a combination of departments including the City Attorney's Office, Code Enforcement and Building Inspections. **Mr. Monk made a motion for a workshop sometime after November 6, which was not a motion to approve but to workshop this particular ordinance with those agencies mentioned. It was seconded by Mr. Jordan.** Ms. Deese clarified that Planning staff does not deal with this particular Code section and noted it would not be appropriate to comment.

Steve Richards of Code Enforcement stated the constitutionality of the ordinance was questioned and brought to Administration who found there were some problems. The revised ordinance was more concise than the original one, and he explained he could get the information on who brought this ordinance forward. Chairman Ritz asked if often there were issues with improperly placed signs. Mr. Richards advised they worked with two ordinances dealing with temporary signs; this one identified political signs and the placement and length of time. He stated they worked all angles, and the ordinance was basically invalid, and they could not enforce it. Ms. Bolin stated they had anticipated that since the decision came down they would need to amend the Code, and Mr. Wells and Ms. Morris

worked on the redraft of the Code which is pending for Council approval. Chairman Ritz clarified the Board was acting on the revision of the ordinance and was it right for Pensacola. If the motion was approved, it would not go to City Council. Ms. Deese explained staff would notify Council staff on the Board's recommendation. The time limits state Planning Board has 45 days to make a decision unless a longer or shorter period is specified. Mr. Larson liked the idea of examining the distances of the property lines. Since the process required time, Chairman Ritz suggested the review process begin before November 6. Mr. Grundhoefer explained there were no dramatic changes in the ordinance, with the biggest element being allowing signs on the right-of-way, and he was embarrassed at the amount of existing signage on the right-of-ways. He explained one of the tasks of the Board was to protect the beauty of the city for its citizens. Mr. Richards advised the problem would only get worse.

Ms. Mack again addressed the Board and stated the fact the Supreme Court handed down its decision did not invalidate the current ordinance. Mr. Monk failed to see the sense of urgency on signage with \$15 fines, when real human beings have been arrested repeatedly for doing basic human functions without any answer; the sudden need for this change did not make sense. Mr. Jordan asked if Enforcement had been told to not enforce the ordinance, and Mr. Richards stated they were instructed by the City Administrator to hold off on enforcement of this particular ordinance and forward it to the Legal Department. Ms. Bolin explained that the current ordinance was valid until it was either changed by Council or challenged in court, however, they anticipated that Council could go forward with an ordinance without going through the Planning Board. It was a decision of Administration not to enforce, since it was anticipated that there would be new language. Chairman Ritz agreed the Board had set dates further down the calendar to allow interested parties to be involved. Mr. Wells advised he had worked on the ordinance, and the reason for the ordinance coming before the Board was the provision in the LDC that states the Council itself cannot amend the LDC without first bringing the issue before the Planning Board for its recommendation. He also stated the Council was probably not aware this document was with the Board today. Through the process of recodification, he noted many sections were amended which conflicted with what the signage should be. The City Administrator had asked the City Attorney to look at the political sign issue and come up with a proposed alternative to meet the criteria, and because the political sign was one of several issues in the temporary sign code section, she chose to provide an ordinance which dealt with all temporary signage. This ordinance was patterned after many cities in Florida. He explained putting off a decision until after the elections was a good decision, but it would not be a solution Mr. Richards could use without some direction from the City Administrator.

Mr. Monk said it sounded like someone who was running for office brought up the situation. Mr. Moore pointed out we all get angry about lawsuits for misspent tax dollars and asked about the timeline for a workshop. Ms. Deese explained it would be the same as a regular meeting with the normal advertisements, but no quorum was required since action would not be taken. Whatever consensus was found by the Board would be presented at a regularly scheduled Board meeting as an agenda item. Mr. Monk pointed out if the workshop was before the election, anyone who was running for office would have to address this issue, and he did not feel signs were the number one issue facing Pensacola. Passing it as is and if you had \$100,000 in your campaign fund, you could place political signs on every property your friend owns; it would be the "wild wild west" for political signs except they would not be in right-of-ways. Mr. Grundhoefer suggested the Board should act sooner

than November. Chairman Ritz explained if the process began in August and followed a specific timeline, it could take until after November to complete.

Ms. Bolin advised they had consulted with Code Enforcement, and it was correct legally based on what other communities were doing; it was content neutral, and as indicated, a revision was in the works, but the ordinance needed to be amended. Chairman Ritz asked for the earliest date available for the workshop. Ms. Deese confirmed that part of the process was looking at the Escambia County ordinance which had recently been amended, and this could serve as an example to consider. Ms. Deese explained that she would contact members in the next day or so for each member's availability for a workshop. Ms. Bolin advised she would work with Ms. Deese and obtain input from Ms. Mack and other key people and provide other examples of ordinances for the Board.

**Mr. Monk amended his motion to have a workshop prior to the July 2018 Board meeting, seconded by Mr. Jordan, and it carried unanimously.** Ms. Deese clarified that the Board was tasked to provide Council with a recommendation, and with postponing in favor of a workshop, the Board was withholding a recommendation, but she would still notify through Council staff the Board's decision and to make them aware that the issue would eventually come to Council.

**Open Forum** – None

**Adjournment** – With no further business, Chairman Ritz adjourned the meeting at 4:08 pm.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Brandi C. Deese', with a long horizontal flourish extending to the right.

Brandi C. Deese  
Secretary to the Board





# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 19-00372

City Council

8/8/2019

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### **DISCUSSION ITEM**

**FROM:** City Council Member Jewel Cannada-Wynn

**SUBJECT:**

BOARDS, COMMISSIONS, AND AUTHORITIES

### **SUMMARY:**

The City Council discuss the following regarding Boards, Commissions and Authorities for possible future action items:

1. An individual serving on only one Board. Currently we have individuals serving on more than one Board. While not a violation of the dual office holding provision, should people be allowed to serve on more than one board simultaneously?
2. Currently, regarding certain boards, the code is silent to residency requirements. Should the code be amended to reflect "be a city resident or own property within the city?"
3. Should there be term limits regarding serving on the same board? While all elected officials within the city have term limits, the same is not true for appointed board members.
4. Should there be a limit on the amount of time (consecutively) that a person can serve as the chairperson of a single board?
5. Should there be a standard set of Rules & Procedures promulgated for each board and approved by the City Council? Equally, should amendments to a board's rules/procedures and/or bylaws need approval of the City Council prior to taking effect?
6. Should the boards be reviewed to ensure they are adhering to the City Code as well as the expectations of the City Council? For example, should there be a process, similar to referral to the Planning Board, for the Parks and Recreation Board?

### **PRIOR ACTION:**

None

### **STAFF CONTACT:**

Don Kraher, Council Executive

**ATTACHMENTS:**

1) None

**PRESENTATION:** No



# City of Pensacola

222 West Main Street  
Pensacola, FL 32502

## Memorandum

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**File #:** 19-00086

City Council

8/8/2019

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**SUBJECT:**

MONTHLY FINANCIAL REPORT - CHIEF FINANCIAL OFFICER RICHARD BARKER, JR.