



City of Pensacola

City Council

Agenda - Final

Thursday, February 25, 2021, 5:30 PM

Council Chambers, 1st Floor

Members of the public may NOT attend the meeting in person, as City Hall is closed to the public until further notice. Members of the public may participate via live stream and/or phone at [cityofpensacola.com/428/Live-Meeting-Video](https://www.cityofpensacola.com/428/Live-Meeting-Video).

Citizens may submit an online form at <https://www.cityofpensacola.com/ccinput> BEGINNING AT 3:00 P.M.

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

Council Vice President Ann Hill

FIRST LEROY BOYD FORUM

AWARDS

APPROVAL OF MINUTES

1. [21-00219](#) APPROVAL OF MINUTES - REGULAR MEETING DATED FEBRUARY 11, 2021

Attachments: [Draft: Regular Meeting Dated 2/11/21](#)

APPROVAL OF AGENDA

CONSENT AGENDA

2. [21-00125](#) AIRPORT - APPROVAL OF AMENDMENT NO. 1 TO ELITE LINE SERVICES, INC. CONTRACT FOR REQUEST FOR PROPOSALS #16-042.
- Recommendation:* That City Council approve Amendment No. 1 to Elite Line Services, Inc. contract for Request for Proposals #16-042. Further, that City Council authorize the Mayor to take all actions necessary to execute Amendment No. 1.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Elite Line Services Amendment No. 1](#)
3. [21-00126](#) AIRPORT - APPROVAL OF AMENDMENT NO. 1 TO FLORIDA CLEANING SYSTEMS, INC. CONTRACT FOR INVITATION TO BID #19-008.
- Recommendation:* That City Council authorize the Mayor to execute Amendment No. 1 to Florida Cleaning Systems, Inc. contract for Invitation to Bid #19-008. Further, that City Council authorize the Mayor to take all actions necessary to execute Amendment No. 1.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Florida Cleaning Systems Amendment No. 1](#)
4. [21-00156](#) SITE LICENSING AGREEMENT WITH HARMONI TOWERS, LLC
- Recommendation:* That City Council approve a five-year Site Licensing Agreement with Harmoni Towers, LLC to allow the City of Pensacola to attach Pensacola Energy's Automated Meter Reading (AMR) System transmission equipment for an annual fee of \$9,600 plus 2% annual escalation. Further, that Council authorize the Mayor to take all actions necessary to execute the agreement and all future contract extensions.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Tower Site Licensing Agreement](#)

5. [21-00157](#) RELEASE OF LIENS FOR IMPROVEMENTS

Recommendation: That City Council approve the release of liens for improvements on the following six parcels:

- 1021 North F Street, Property Account number 150646000;
- 1100 W. Gonzalez Street, Property Account number 150635000;
- 1021 North G Street, Property Account number 150781000;
- 1017 North G Street, Historic Property Account number 150784100;
- 1015 North G Street, Property Account number 150783000; and
- 1209 W. Gonzalez Street, Property Account number 150780000.

Further, that City Council authorize the Mayor to take all actions necessary to execute any documents related to the release of liens.

Sponsors: Grover C. Robinson, IV

Attachments: [Escambia County Lien Release Request Letter](#)
[Parcel Location Map](#)
[Announcement of Workforce Housing press conference](#)
[HAND OUT ANALYSIS](#)

6. [21-00169](#) APPOINTMENT - BOARD OF TRUSTEES-FIREMEN'S RELIEF AND PENSION FUND

Recommendation: That City Council reappoint Veronica Dias to the Board of Trustees-Firemen's Relief and Pension Fund for a term of two years, expiring December 31, 2022.

Sponsors: Jared Moore

Attachments: [Member List](#)
[Application of Interest - Veronica Dias](#)
[Ballot](#)

7. [21-00170](#) APPOINTMENTS - WESTSIDE COMMUNITY REDEVELOPMENT BOARD
- Recommendation:** That City Council reappoint Norman Baker, Douglas Baldwin, Sr., C. Marcel Davis, and James L. Gulley to the Westside Community Redevelopment Board that is either a redevelopment area resident, member of an area neighborhood association or owner or operator of a business located in the redevelopment area, to a three year term expiring January 31, 2024.
- Sponsors:** Jared Moore
- Attachments:** [Member List](#)
[Application of Interest - Norman Baker](#)
[Application of Interest - Douglas Baldwin Sr](#)
[Application of Interest - C Marcel Davis](#)
[Nomination - James L Gulley](#)
[Application of Interest - James L Gulley](#)
[Resume - James L Gulley](#)
[Ballot](#)
8. [21-00180](#) APPOINTMENT - WEST FLORIDA PUBLIC LIBRARY BOARD OF GOVERNANCE
- Recommendation:** That City Council reappoint Bradley Vinson to the West Florida Public Library Board of Governance for a term of two years expiring February 28, 2023.
- Sponsors:** Jared Moore
- Attachments:** [Application of Interest - Bradley Vinson](#)
[Ballot](#)

REGULAR AGENDA

9. [21-00196](#) REFERRAL TO THE PLANNING BOARD - PROPOSED AMENDMENT TO SECTION 12-6-6 (8) OF THE LAND DEVELOPMENT CODE
- Recommendation:** That City Council refer to Planning Board for review and recommendation a proposed amendment to the Land Development Code Section 12-6-6 (8).
- Sponsors:** Jennifer Brahier
- Attachments:** [Proposed Amendment to Section 12-6-6\(8\) Of the Land Developme](#)

10. [21-00130](#) DEVELOPMENT OF COMMUNITY MARITIME PARK PARCELS (LOTS 3 THROUGH 9)
- Recommendation:** That City Council award a contract to Kuhn Realty, LLC, with Andrew Rothfeder as the agent, for the real property services related to the development of the remaining seven (7) private development parcels at Community Maritime Park. Further, that City Council authorize the Mayor to execute the contract.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Kuhn Realty CMP Contract](#)
[EMAILING REVENUE INFO FROM FINANCE DIRECTOR](#)
11. [21-00161](#) AMENDMENT NO. 1 TO LEASE WITH MARITIME ONE, LLC
- Recommendation:** That City Council approve Amendment No. 1 to the Ground Lease with Maritime One, LLC, providing for the partial deferral and repayment of their lease obligations. Further, that City Council authorize the Mayor to take all actions necessary to execute and administer the amendment.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Amendment to Maritime One Lease - draft](#)
[EMAIL PROVIDING INFO REGARDING AMENDMENT TO MARITIME ONE](#)
[EMAILING REVENUE INFO FROM FINANCE DIRECTOR](#)
12. [21-00167](#) EXTENSION OF MAYORAL DECLARATION OF STATE OF EMERGENCY FOR COVID-19
- Recommendation:** That City Council approve the Mayor's request for an extension of the Declaration of Emergency for the COVID-19 pandemic until the Council meeting scheduled for March 25, 2021.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [City of Pensacola State of Emergency 20-01](#)
[Executive Order 20-52](#)
[Executive Order 20-276](#)
[City of Pensacola State of Emergency 20-07](#)

13. [21-00199](#) EXTENSION OF ORDINANCE NO. 15-20 REQUIRING THE MANDATORY WEARING OF FACE COVERINGS IN BUSINESSES WITHIN THE CITY LIMITS.
- Recommendation:* That City Council extend Ordinance No. 15-20 requiring the mandatory wearing of face coverings in businesses within the City Limits until March 25, 2021.
- Sponsors:* Jared Moore
- Attachments:* [Ordinance No. 15-20](#)
14. [21-00160](#) ACQUISITION OF REAL PROPERTY - 1621 ATWOOD DRIVE
- Recommendation:* That City Council approve the purchase of the real property located at 1621 Atwood Drive (Parcel No. 181S304313000000) from Communication Workers of America Local 3109 for \$575,000 plus an estimated \$25,000 in closing costs for a total amount of \$600,000. Further, that City Council authorize the Mayor to take all necessary actions and execute any documents related to the acquisition of the property. Finally, that City Council adopt a Supplemental Budget Resolution to appropriate the funds needed to purchase the property.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Aerial and Parcel Info](#)
[Appraisal](#)
[Supplemental Budget Resolution](#)
[Supplemental Budget Explanation](#)
15. [2021-10](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-10 - ACQUISITION OF REAL PROPERTY - 1621 ATWOOD DRIVE
- Recommendation:* That City Council adopt Supplemental Budget Resolution No. 2021-10.
- A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2021; PROVIDING FOR AN EFFECTIVE DATE.
- Sponsors:* Grover C. Robinson, IV
- Attachments:* [Supplemental Budget Resolution No. 2021-10](#)
[Supplemental Budget Explanation No. 2021-10](#)

16. [21-00159](#) DISPOSITION OF REAL PROPERTY - PORTION OF 711 NORTH HAYNE STREET
- Recommendation:** That City Council approve the disposition of the northern portion of the real property currently addressed as 711 North Hayne Street (Parcel Reference No. 000S009020012140) via sale in the amount of \$40,278 plus coverage of closing costs to Emerald Coast Utility Authority (ECUA), which staff has determined to be a fair offer. Further, that City Council authorize the Mayor to take all necessary actions to execute any deeds, contracts, or subsequent related documents for the disposition of this property. Finally, that City Council authorize that all net proceeds from the property's sale are placed in the Housing Initiatives Fund.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Council Action Approving Surplus - 11-12-2020](#)
[Aerial and Parcel Info - 711 N Hayne St](#)
[Appraisal](#)
[Survey](#)
17. [21-00200](#) GUN BUY BACK INITIATIVE AND PROGRAM
- Recommendation:** That City Council approve the specifics of the Gun Buy Back Initiative / Program for the City of Pensacola.
- Sponsors:** Delarian Wiggins
- Attachments:** [Gun Buy Back Flier](#)
18. [06-21](#) PROPOSED ORDINANCE NO. 06-21 - CREATING SECTION 11-4-104 THROUGH 11-4-109 OF THE CODE OF THE CITY OF PENSACOLA, RELATED TO COMPLETE STREETS
- Recommendation:** That City Council approve Proposed Ordinance No. 06-21 on first reading:
- AN ORDINANCE CREATING SECTION 11-4-104 THROUGH SECTION 11-4-109 OF THE CODE OF THE CITY OF PENSACOLA FLORIDA; CREATING GUIDELINES AND REGULATIONS FOR THE DEVELOPMENT OF COMPLETE STREETS; PROVIDING DEFINITIONS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [REVISED Proposed Ordinance No. 06-21](#)
[Proposed Ordinance No. 06-21](#)
[Resolution No. 29-12](#)

19. [09-21](#) PROPOSED ORDINANCE NO. 09-21, AMENDING CHAPTER 14-2 OF THE CODE PERTAINING TO BUILDING AND CONSTRUCTION STANDARDS

Recommendation: That City Council approve Proposed Ordinance No. 09-21 on first reading:

AN ORDINANCE AMENDING CHAPTER 14-2 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; AMENDING BUILDING CONSTRUCTION STANDARDS TO CONFORM SAME TO FLORIDA STATUTES AND ADMINISTRATIVE PROVISIONS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Proposed Ordinance No. 09-21](#)

20. [10-21](#) PROPOSED ORDINANCE NO. 10-21 AMENDING SECTION 9-5-72 OF THE CODE OF THE CITY OF PENSACOLA - PROHIBITING ADDITIONAL FUNDING OF THE FIREFIGHTERS' DEFERRED COMPENSATION PLAN

Recommendation: That City Council approve Proposed Ordinance No. 10-21 on first reading.

AN ORDINANCE AMENDING SECTION 9-5-72 (c) OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROHIBITING ADDITIONAL FUNDING OF THE FIREFIGHTERS' DEFERRED COMPENSATION PLAN; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Proposed Ordinance No. 10-21](#)

21. [01-21](#) PROPOSED ORDINANCE NO. 01-21 - PROPOSED AMENDMENT TO THE LAND DEVELOPMENT CODE - SECTION 12-6 TREE/LANDSCAPE REGULATIONS AND CHAPTER 12-13 DEFINITIONS ENUMERATED
- Recommendation:* That City Council adopt Proposed Ordinance No. 01-21 on second reading.
- AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE, TITLE 12, OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, STREAMLINING REVIEW AND ENFORCEMENT OF TREE/LANDSCAPE REGULATIONS IN CHAPTER 12-6 INTO ONE DEPARTMENT AND PROCESS, UPDATING AFFECTED DEFINITION IN CHAPTER 12-13, ENSURING COMPLIANCE WITH FLORIDA STATUTES, FUNDING OVERSIGHT AND ENFORCEMENT, AND PROTECTING HERITAGE TREES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.
- Sponsors:* Sherri Myers, Jennifer Brahier, Grover C. Robinson, IV
- Attachments:* [Proposed Ordinance No. 01-21](#)
[Planning Board Minutes, Draft from January 12, 2021](#)
[PROOF OF PUBLICATION](#)
22. [07-21](#) PROPOSED ORDINANCE NO. 07-21 CREATING SECTION 14-2-140 OF THE CITY CODE PROVIDING FOR UNSAFE STRUCTURE AND BUILDING ABATEMENT
- Recommendation:* That City Council adopt Proposed Ordinance No. 07-21 on second reading.
- AN ORDINANCE CREATING SECTION 14-2-140 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR UNSAFE STRUCTURE AND BUILDING ABATEMENT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.
- Sponsors:* Jared Moore
- Attachments:* [Proposed Ordinance No. 07-21](#)
[PROOF OF PUBLICATION](#)

COUNCIL EXECUTIVE'S REPORT

MAYOR'S COMMUNICATION

COUNCIL COMMUNICATIONS

CIVIC ANNOUNCEMENTS**SECOND LEROY BOYD FORUM****ADJOURNMENT**

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

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

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



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00219

City Council

2/25/2021

SUBJECT:

APPROVAL OF MINUTES - REGULAR MEETING DATED FEBRUARY 11, 2021



City of Pensacola

CITY COUNCIL

Regular Meeting Minutes

February 11, 2021

5:30 P.M.

Council Chambers

Council President Moore called the meeting to order at 5:34 P.M.

ROLL CALL

Council Members Present: Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, and Delarian Wiggins

Council Members Absent: None

Also Present: Mayor Grover C. Robinson, IV

Members of the public may NOT attend the meeting in person, as City Hall is closed to the public until further notice.

Members of the public may attend and participate via live stream and/or phone.

To watch the meeting live visit: [cityofpensacola.com/428/Live-Meeting-Video](https://www.cityofpensacola.com/428/Live-Meeting-Video).

To provide input:

- Leroy Boyd Forum, for items not on the agenda: citizens may submit an online form here <https://www.cityofpensacola.com/ccinput> **beginning at 3:00 P.M. until 5:30 P.M. only** to indicate they wish to speak during LeRoy Boyd Forum **and include a phone number. Staff will call the person** at the appropriate time so the citizen can directly address the City Council using a telephone held up to a microphone.
- Agenda Items, for specific items on the agenda: citizens may submit an online form here <https://www.cityofpensacola.com/ccinput> **beginning at 3:00 P.M. until that agenda item has been voted upon** to indicate they wish to speak to a specific item on the agenda **and include a phone number. Staff will call the person** at the appropriate time so the citizen can directly address the City Council using a telephone held up to a microphone. **Any form received after an agenda item has been voted upon will not be considered.**

INVOCATION

Moment of Silence

PLEDGE OF ALLEGIANCE

Council Member Teniade Broughton

FIRST LEROY BOYD FORUM

The following individuals addressed Council regarding Items 2 and 3, Public Hearing (21-00110) and Proposed Ordinance No. 01-21 *Proposed Amendments to the Land Development Code – Chapter 12-6 Tree/Landscape Regulations and Chapter 12-13 Definitions Enumerated*:

Gloria Lemmey

Lauren Hamilton

Michael DeMaria

Persephone Zephyr: Addressed Council urging the City to provide funding to address resolutions for issues of homelessness within the community.

Michael Kimberl: Indicated he tried to assist several individuals who tried to complete the online speaker request form to address Council but found, due to the requirement of the form to provide an email address, were unable to do so.

AWARDS

Mayoral Proclamation recognizing (what would have been) 101st Birthday of General Daniel “Chappie” James, Jr.

APPROVAL OF MINUTES

1. [21-00166](#) APPROVAL OF MINUTES: REGULAR MEETING DATED JANUARY 21, 2021

A motion to approve was made was made by Council Member Wiggins and seconded by Council Member Jones.

The motion carried by the following vote:

Yes: 7 Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, Delarian Wiggins
No: 0 None

APPROVAL OF AGENDA

Council President Moore referenced hardcopies of an **add-on item**:

07-21 PROPOSED ORDINANCE NO. 07-21 CREATING SECTION 14-2-140 OF THE CITY CODE PROVIDING FOR UNSAFE STRUCTURE AND BUILDING ABATEMENT

A motion to add-on the item was made by Council Member Jones and seconded by Council Member Wiggins.

The motion carried by the following vote:

Yes: 7 Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, Delarian Wiggins
No: 0 None

Council President Moore referenced hardcopies of another **add-on item**:

08-21 PROPOSED ORDINANCE NO. 08-21 – AN ORDINANCE DECLARING A MORATORIUM ON THE EVICTION, DISPLACEMENT OR RELOCATION OF HOMELESS INDIVIDUALS

A motion to add-on the item was made by Council Member Myers and seconded by Council Member Jones.

Discussion took place with Council Member Myers (sponsor) fielding comments and questions regarding the intent of the proposed ordinance versus the resolution on the agenda which she is sponsoring (Item 10, Resolution No. 2021-09). City Attorney Woolf responded accordingly to questions of a legal nature. Mayor Robinson also provided input.

Based on discussion, Council Member Myers withdrew the item for consideration as an add-on item.

A motion was made to approve the agenda as amended by Council Member Wiggins and seconded by Council Member Hill.

The motion carried by the following vote:

Yes: 7 Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, Delarian Wiggins
No: 0 None

CONSENT AGENDA

None.

REGULAR AGENDA

2. [21-00110 PUBLIC HEARING - PROPOSED AMENDMENTS TO THE LAND DEVELOPMENT CODE - CHAPTER 12-6 TREE/LANDSCAPE REGULATIONS AND CHAPTER 12-13 DEFINITIONS ENUMERATED.](#)

Recommendation: That City Council conduct a public hearing on February 11, 2021, to consider proposed amendments to the Land Development Code, Chapter 12-6 Tree/Landscape Regulations and Chapter 12-13 Definitions Enumerated.

Mayor Robinson (sponsor) as well as Council Members Brahier and Myers (co-sponsors) made introductory remarks regarding the language and intent of the proposed amendments.

Council Member Myers raised her concerns regarding the process of this item going to the Planning Board which Council first voted to refer the amendments over a year ago. Mayor Robinson and Council Member Brahier responded to Council Member Myers' comments.

Public input was heard via cellphone held up to a mic from the following individuals:

Joseph Mikos	Jessica Southern
Katie Dineen	Kat Miller
Mary Hagen	Tim Miller
Carl Franklin	Amanda Fiske-Chanslor
Duane Tant	Kelly Hagen
Nathan Kozakiewicz	Brynne Heatley
Anthony Franklin	Dixie Wilkinson
Jan Southern	Paige Plier
Jordan Wells	Brook Hardy

Council Member Myers made follow-up remarks.

A motion to approve was made by Council Member Hill and seconded by Council Member Brahier.

The motion carried by the following vote:

Yes: 7	Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, Delarian Wiggins
No: 0	None

Mayor Robinson thanked City staff for their work on this issue.

REGULAR AGENDA (CONT'D.)

3. [01-21 PROPOSED ORDINANCE NO. 01-21 - PROPOSED AMENDMENT TO THE LAND DEVELOPMENT CODE - SECTION 12-6 TREE/LANDSCAPE REGULATIONS AND CHAPTER 12-13 DEFINITIONS ENUMERATED](#)

Recommendation: That City Council approve Proposed Ordinance No. 01-21 on first reading.

AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE, TITLE 12, OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, STREAMLINING REVIEW AND ENFORCEMENT OF TREE/LANDSCAPE REGULATIONS IN CHAPTER 12-6 INTO ONE DEPARTMENT AND PROCESS, UPDATING AFFECTED DEFINITION IN CHAPTER 12-13, ENSURING COMPLIANCE WITH FLORIDA STATUTES, FUNDING OVERSIGHT AND ENFORCEMENT, AND PROTECTING HERITAGE TREES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

A motion to approve on first reading was made by Council Member Hill and seconded by Council Member Brahier.

The motion carried by the following vote:

Yes: 7 Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, Delarian Wiggins
No: 0 None

4. [21-00130 DEVELOPMENT OF COMMUNITY MARITIME PARK PARCELS \(LOTS 3 THROUGH 9\)](#)

Recommendation: That City Council award a contract to Kuhn Realty, LLC, with Andrew Rothfeder as the agent, for the real property services related to the development of the remaining seven (7) private development parcels at Community Maritime Park. Further, that City Council authorize the Mayor to execute the contract.

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

REGULAR AGENDA (CONT'D.)

Discussion ensued among Council (regarding Item 4, 21-00130). Council Member Brahier, as she indicated during Monday's agenda conference, expressed concerns regarding the appearance of a conflict of interest of Mr. Rothfeder, based on his former employment by Mr. Quint Studer (former lessee of the parcels) and his current business interests with Mr. Studer. Council Member Broughton also expressed concerns and inquired of Section 6 within the contract related to the deletion of that section pertaining to performance schedule. City Attorney Woolf responded accordingly based on the formatting of the contract document and common practices of contract writing for ease of drafting. Other Council Members asked for clarification and made comments regarding the City's acquisition of parcels and the structure of the contract with City Attorney Woolf responding accordingly. Mayor Robinson also responded to comments and questions of Council Member Brahier.

Public input was heard (via cellphone held up to a mic) from Daniel Flanders.

Mr. Rothfeder was provided an opportunity to address Council. He then responded accordingly to direct questions from Council Members.

Discussion continued with Mayor Robinson responding to comments and questions of Council Members. Based on discussion, **Council Member Wiggins suggested this item be pulled and brought back for consideration at the next Council meeting.** Further discussion took place regarding the impacts on waiting another two (2) weeks to consider this issue.

A substitute motion to postpone this item until the next Council meeting on February 25, 2021 was made by Council Member Myers and seconded by Council Member Brahier.

Council Member Hill and Mayor Robinson made follow-up remarks.

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

The substitute motion carried by the following vote:

Yes: 5	Ann Hill, Jennifer Brahier, Teniade Broughton Sherri Myers, Delarian Wiggins,
No: 2	Casey Jones, Jared Moore

REGULAR AGENDA (CONT'D.)

5. [21-00100](#) REQUEST FOR THE NAMING OF NORTH CITY HALL PLAZA AFTER JOHN SUNDAY, II

Recommendation: That City Council approve the request to name the North end of City Hall Plaza after John Sunday, II. Further that a granite base and bronze plaque honoring Mr. Sunday be placed in the plaza.

A motion to approve was made by Council Member Brahier and seconded by Council Member Jones.

Council Member Broughton informed that she will be abstaining from voting on this issue as she has a conflict of interest.

Council Member Hill, Mayor Robinson, and Council President Moore made remarks.

There being no further discussion, the vote was called.

The motion carried by the following vote:

Yes: 6	Jared Moore, Ann Hill, Jennifer Brahier, Casey Jones, Sherri Myers, Delarian Wiggins
No: 0	None
Abstained:1	Teniade Broughton

6. [21-00155](#) PROPERTY ACQUISITION - 2300 WEST JACKSON STREET, A

Recommendation: That the City Council approve the request of the Community Redevelopment Agency (CRA) to acquire the property located at 2300 West Jackson Street, A; No. 00-0S-00-9060-020-172 from S & D, LLC, in the amount of \$13,230.87.

A motion to approve was made by Council Member Jones and seconded by Council Member Brahier.

The motion carried by the following vote:

Yes: 7	Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, Delarian Wiggins
No: 0	None

REGULAR AGENDA (CONT'D.)

7. [2021-07 SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-07 - VETERANS MEMORIAL PARK FOUNDATION OF PENSACOLA DONATION](#)

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2021-07.

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

A motion to adopt was made by Council Member Hill and seconded by Council Member Jones.

The motion carried by the following vote:

Yes: 7 Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, Delarian Wiggins
No: 0 None

8. [03-21 REVISED PROPOSED ORDINANCE NO. 03-21 - REMOTE VEHICLE SALES](#)

Recommendation: That City Council adopt the revised Proposed Ordinance No. 03-21 on second reading:

AN ORDINANCE CREATING ARTICLE IV OF CHAPTER 7-6, SECTION 7-6-56 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROHIBITING REMOTE MOTOR VEHICLE SALES; PROVIDING DEFINITIONS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

A motion to adopted was made by Council Member Brahier and seconded by Council Member Wiggins.

Council Member Myers began the discussion indicating she is not in support of the proposed ordinance and referred to a webpage she provided (via email which Council Executive Kraher distributed) regarding *Florida Automobile Dealers Association Board of Directors* <https://www.flada.org/about-fada/board-of-directors/> (on file with background materials).

REGULAR AGENDA (CONT'D.)

Council Member Broughton referred to hardcopies at Council's places of additional language (Revised – version 2 - - on file with background materials). City Attorney Woolf clarified the additional language as provided in Revised – version 2 of P.O. No. 03-21.

Discussion took place among Council. Mayor Robinson also provided input.

A motion to amend P.O. No. 03-21 was made by Council Member Broughton and seconded by Council Member Jones to provide for additional language as provided for in Revised – version 2.

Discussion took place regarding the amendment. Mayor Robinson also provided input.

Public input was heard (via cellphone held up to a mic) from Allen Turner.

There being no further discussion, **the vote was called on the motion to amend P.O. No. 03-21.**

The motion to amend P.O. No. 03-21 carried by the following vote:

Yes: 6 Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Delarian Wiggins,
No: 1 Sherri Myers

Council President called for the vote **on the main motion as amended.**

The main motion as amended carried by the following vote:

Yes: 6 Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Delarian Wiggins,
No: 1 Sherri Myers

REGULAR AGENDA (CONT'D.)

9. [05-21 PROPOSED ORDINANCE NO. 05-21 - AMENDING SECTION 4-2-7 AND 4-2-42 OF CITY CODE PROVIDING EXCEPTIONS AND ADDITIONS FOR LIVESTOCK AND HOUSEHOLD PETS. KEEPING OF MINIATURE GOATS ADDED.](#)

Recommendation: That City Council adopt Proposed Ordinance No. 05-21 on second reading:

AN ORDINANCE AMENDING SECTION 4-2-7 AND SECTION 4-2-42 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING EXCEPTIONS AND ADDITIONS FOR LIVESTOCK AND HOUSEHOLD PETS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

A motion to adopt was made by Council Member Myers and seconded by Council Member Jones.

The motion carried by the following vote:

Yes: 7 Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, Delarian Wiggins
No: 0 None

10. [2021-09 RESOLUTION NO. 2021-09 - PROVIDING FOR A MORATORIUM ON THE EVICTION, DISPLACEMENT OR RELOCATION OF HOMELESS INDIVIDUALS WITHIN THE CITY OF PENSACOLA](#)

Recommendation: That City Council adopt Resolution No. 2021-09:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA DECLARING A MORATORIUM ON THE EVICTION, DISPLACEMENT OR RELOCATION OF HOMELESS INDIVIDUALS WITHIN THE CITY OF PENSACOLA; PROVIDING FOR AN EFFECTIVE DATE.

A motion to adopt was made by Council Member Hill and seconded by Council Member Brahier.

Council Member Myers (sponsor) explained the intent of the resolution. Brief discussion took place. Mayor Robinson explained challenges faced by the City to address homelessness and work with local entities to provide solutions.

REGULAR AGENDA (CONT'D.)

Public input was heard via cellphone held up to a mic from the following individuals (regarding Item 10, Resolution No. 2021-09):

Michael Kimberl
Liz Watkins
Daniel Flanders

Walter Arrington
Nathan Monk
Sarah Brummet

Mayor Robinson made follow-up remarks.

Council President inquired of clarifying language within the title of the resolution related to usage of the word “relocation” in relation to prohibition of such which may be counter to the intent of the resolution and also the word “displacement”. Also clarifying homeless individuals’ encampment located only under the I-110 overpass within the Hollice T. Williams Park and not throughout the City. Council President Moore offered this clarification of the resolution language as a friendly amendment which Council Member Myers accepted. City Attorney Woolf provided clarification of the word “eviction” as it relates to this moratorium.

(Revised Resolution No. 2021-09 title and language consistent with the resolution title throughout the remainder of the document on file with background materials.)

There being no further discussion, the vote was called.

The motion to adopt with revised language (provided as a friendly amendment) carried by the following vote:

Yes: 7 Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, Delarian Wiggins
No: 0 None

ADD-ON 07-21 PROPOSED ORDINANCE NO. 07-21 CREATING SECTION 14-2-140 OF THE CITY CODE PROVIDING FOR UNSAFE STRUCTURE AND BUILDING ABATEMENT

Recommendation: That City Council adopt Proposed Ordinance No. 07-21 on second reading.

AN ORDINANCE CREATING SECTION 14-2-140 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR UNSAFE STRUCTURE AND BUILDING ABATEMENT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

A motion to approve on first reading was made by Council Member Myers and seconded by Council Member Wiggins.

REGULAR AGENDA (CONT'D.)

The motion to approve on first reading (P.O. No. 07-21) carried by the following vote:

Yes: 7 Jared Moore, Ann Hill, Jennifer Brahier, Teniade Broughton, Casey Jones, Sherri Myers, Delarian Wiggins
No: 0 None

COUNCIL EXECUTIVE'S REPORT

None

MAYOR'S COMMUNICATION

None

COUNCIL COMMUNICATIONS

Council Member Brahier remarked on the current death rate due to the COVID-19 pandemic.

Council Member Myers made comments commending Council Members for tonight's fully engaged debate of the items.

CIVIC ANNOUNCEMENTS

None

SECOND LEROY BOYD FORUM

None

ADJOURNMENT

WHEREUPON the meeting was adjourned at 10:18 P.M.

Adopted: _____

Approved: _____
Jared Moore, President of City Council

Attest:

Ericka L. Burnett, City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00125

City Council

2/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AIRPORT - APPROVAL OF AMENDMENT NO. 1 TO ELITE LINE SERVICES, INC. CONTRACT FOR REQUEST FOR PROPOSALS #16-042.

RECOMMENDATION:

That City Council approve Amendment No. 1 to Elite Line Services, Inc. contract for Request for Proposals #16-042. Further, that City Council authorize the Mayor to take all actions necessary to execute Amendment No. 1.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Elite Line Services, Inc. (ELS) provides full-time maintenance and operations services to the Airport's in-line baggage handling system (BHS) and quarterly inspection and maintenance services for the passenger boarding bridges (PBB). Due to the boarding bridges' age and increased use by the airlines, more frequent maintenance services are needed.

Airport Staff requested revisions to the contractor's annual budget submittal to increase the frequency of maintenance and operations services for the PBB to match that of the BHS. ELS submitted a budget that increased staffing by one technician and added an inventory of repair parts and specialty tools.

In order to allow sufficient time to amortize the investment in personnel and equipment, ELS requested an extension to their contract for an additional three years. Amendment No. 1 increases the number of extensions to the original term from two (2) one (1) year options to five (5) one (1) year options. It also spells out the frequency of service to the PBB. The second year renewal option would have taken the contract to January 13, 2022. The fifth year renewal option will now take the contract to January 13, 2025.

PRIOR ACTION:

January 12, 2017 - City Council approves ELS contract award.

FUNDING:

Budget: \$815,600.00

Actual: \$815,580.51

FINANCIAL IMPACT:

The contractor submits an annual budget prior to the start of each contract year. The contractor's original budget of \$680,580.51 for Fiscal Year 2021 will increase \$135,000.00 for a total of \$815,580.51. Sufficient funding is available in the Airport's FY21 Operating and Maintenance Fund.

CITY ATTORNEY REVIEW: Yes

2/2/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Richard Barker, Jr., Deputy City Administrator - Administration & Enterprise
Matthew F. Coughlin, Airport Director

ATTACHMENTS:

- 1) Elite Line Services Amendment No. 1

PRESENTATION: No

ELITE LINE SERVICES, INC.
CONTRACT FOR REQUEST FOR PROPOSALS #16-042
AMENDMENT NO. 1

THIS AMENDMENT NO. 1 TO THE MAINTENANCE AND OPERATION OF THE BAGGAGE HANDLING SYSTEM AND PASSENGER LOADING BRIDGES AGREEMENT ("Amendment No. 1") is hereby made and entered into as of the _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF PENSACOLA, a Florida municipal corporation ("City") in its capacity as owner and operator of PENSACOLA INTERNATIONAL AIRPORT ("the Airport") and ELITE LINE SERVICES, INC., a corporation authorized to do business in the State of Florida ("Contractor") (Each at times referred to in this Amendment No. 1 individually as a "Party" and collectively as the "Parties").

WHEREAS, City is the owner and operator of the Airport; and

WHEREAS, City and Contractor entered into a Contract for Maintenance and Operation of the Baggage Handling System and Passenger Loading Bridges at Pensacola International Airport ("Original Agreement") dated January 20, 2017; and

WHEREAS, City and Contractor desire to further amend the Original Agreement as hereinafter provided; and

WHEREAS, the City finds that it is in the best financial interests of the citizens of the City of Pensacola that this Original Agreement be amended as provided herein.

NOW THEREFORE, in consideration of the promises, covenants, terms, and conditions herein set forth, the Parties hereby agree as follows:

(1) **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.

(2) **Passenger Loading Bridges.** Section 5 Passenger Loading Bridges is hereby deleted in its entirety and replaced with:

The passenger loading bridges are comprised of ten (10) John Bean Technologies (JBT) Corporation passenger loading bridges, including pre-conditioned air units, ground power units and baggage valets and/or baggage slides located on each bridge.

Contractor shall operate and maintain the passenger loading bridges in a first class manner utilizing in all respects the highest standards and best practices found in passenger loading bridge system operations in the United States. Contractor shall employ practices which will maximize operational time and minimize down time,

while remaining consistent with the high quality of service required for Airport customers and patrons by City.

5.01 Additional Assigned Areas

The City shall assign approximately 342 sq. ft. of secured area for the storage of passenger loading bridge spare parts and equipment. The assigned secured area and the dimensions of the assigned secured area are subject to change at the Airport Director's discretion.

(3) **Maintenance of Passenger Loading Bridges.** Section 6 Maintenance of Passenger Loading Bridges is hereby deleted in its entirety and replaced with:

The Contractor shall furnish all services, labor, equipment, tools, insurance, permits, and fees (if any) necessary to perform day-to-day passenger loading bridge maintenance services for the John Bean Technologies (JBT) Corporation passenger loading bridges at gates 1-10 at the Pensacola International Airport, excluding the pre-conditioned air units, but including the ground power units, baggage slides, and baggage valets located on each bridge.

The Contractor shall not remove any device from operation without approval of the Airport Director unless the device's continued use could, in the opinion of the Contractor, be a safety or security hazard. Upon removal of a device from service the Contractor shall immediately notify the Airport Director of such action.

Passenger loading bridge maintenance shall be scheduled in such a way that the interference with, or effect upon, the operation of the passenger loading bridge is minimized. To minimize operational impact to the user airlines, the Contractor shall carry out the maintenance and/or repairs of the equipment at night and during off-peak periods.

The Contractor shall check each device to ensure that any safety directive issued by the manufacturer subsequent to the manufacture and installation of the equipment have been adequately addressed and shall inform the Airport Director of deficient items.

6.01 Quarterly Bridge Maintenance

Each quarter, the Contractor shall inspect, repair, and lubricate the affected passenger loading bridges in accordance with the Exhibit G. During the semi-annual inspections, Contractor shall pressure wash all bridge exteriors. During the annual inspections, the Contractor shall treat and/or touch up exterior chips, cracks, and rust as needed.

6.02 Load Bank Test

On a semi-annual basis, the contractor shall perform a full load bank test on each ground power unit to ensure proper operation and voltage output. Said test shall stimulate actual operations procedures in accordance with the Exhibit G.

6.03 Equipment, Parts and Chemicals

A. The Contractor shall provide all equipment, tools and permits required to provide the services, including but not limited to scissor lifts, fork trucks, and carts for manual transport of materials.

B. The Contractor shall maintain a full stock of spare parts and shall work with the Airport Director to procure and re-order spare parts as needed. All parts used by the Contractor in the prosecution of this contract shall be approved by the manufacturer of the equipment for use in the devices being maintained. Should the City order parts and materials through the Contractor, such parts and materials shall be invoiced for payment from the City at the prevailing Contractor's cost. Prevailing Contractor's cost shall be defined as the Contractor's actual cost of material, plus shipping, plus ten percent (10%) for Contractor's overhead expenses. Storage of spare parts shall be the responsibility of the Contractor, and the Contractor shall do so within the space provided by the City.

C. Whenever an item of spare parts, equipment, expendables or consumables is used by the Contractor in the performance of the Contracting Documents, such item shall be repaired and/or replaced in the spare parts, equipment, consumable and expendable inventory as provided under the Contracting Documents.

D. Should any part be covered under warranty, the Contractor shall be responsible for accurately recording, tracking and returning the part to the respective manufacturer for replacement under the terms of the warranty.

E. Contractor shall be responsible for the safe keeping of stock of spare parts purchased by or reimbursed by the Airport.

F. Contractor shall provide an annual budget amount to the Airport Director for the purchase of replacement parts based on past and anticipated usage.

G. Should the Contractor use any chemicals in the performance of the contract to be entered into, the Contractor shall furnish and use only those chemicals that have been approved for use in such services and which the successful bidder is licensed to use. Restricted-use chemicals shall not be used without the prior written approval of the Airport Director.

H. The Contractor will be required to provide the Airport Director with all appropriate Material Safety Data Sheets for the chemicals used in the performance of the contract.

(4) **City's Option to Extend.** Section 8.02 City's Option to Extend is hereby amended as of the Effective Date of this Amendment No. 1 as follows:

City reserves the right to renew the Contracting Documents, at the sole discretion of the City and under terms and conditions to be determined by the City, for ~~two~~ five (2) (5) additional one (1) year terms. If the City chooses to exercise its right to renew the Contracting Documents, the Contractor shall be notified of the terms and conditions to which the City shall exercise this right one hundred fifty (150) days before the expiration of the Contracting Documents. The Contractor shall have the choice as to whether to

accept the City's proposal or allow the Contracting Documents to expire and shall so notify the City within thirty (30) days of receipt of City's proposal. Nothing in this paragraph shall be construed as to require the City to exercise such option to renew or as to require the Contractor to accept such proposal from the City.

(5) **Attorney's Fees.** Section 29 Attorney's Fees is hereby deleted in its entirety and replaced with the heading Reserved.

(END OF TEXT; SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed and sealed the day and year first above written.

CONTRACTOR

CITY OF PENSACOLA, FLORIDA

(Contractor's Name)

Mayor, Grover C. Robinson, IV

By _____
President

City Clerk, Ericka L. Burnett

(Printed President's Name)

Approved as to Substance:

Attest: _____
Corporate Secretary

Department Director

Legal in form and execution:

(CORPORATE SEAL)

City Attorney



Memorandum

File #: 21-00126

City Council

2/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AIRPORT - APPROVAL OF AMENDMENT NO. 1 TO FLORIDA CLEANING SYSTEMS, INC. CONTRACT FOR INVITATION TO BID #19-008.

RECOMMENDATION:

That City Council authorize the Mayor to execute Amendment No. 1 to Florida Cleaning Systems, Inc. contract for Invitation to Bid #19-008. Further, that City Council authorize the Mayor to take all actions necessary to execute Amendment No. 1.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Florida Cleaning Systems, Inc. (FCS) provides full-time janitorial services for the airport, with the exception of the terrazzo floors. Due to the specialized nature of epoxy terrazzo flooring, daily cleaning of the terrazzo was bid under a separate contract.

FCS has provided outstanding service to the airport. In order to better unify the scope of janitorial services provided, FCS management voiced an interest in assuming the responsibility of terrazzo floor maintenance, much like their contracts in other airports. Airport Staff requested a revision to the contractor's annual budget that would add daily cleaning of the terrazzo flooring. The FCS revised budget would increase staffing by one technician and add an inventory of manufacturer-recommended equipment, chemicals, and supplies. The current contract for both janitorial and terrazzo expires March 31, 2022.

At the end of the terrazzo contract, Airport Staff recommends incorporating maintenance of the terrazzo flooring into the existing janitorial services contract and adding an extension to their contract to allow sufficient time to amortize the investment in personnel and equipment. Amendment No. 1 adds a provision to extend the original term by three (3) one (1) year options. It also adds the scope of work for the maintenance of epoxy terrazzo floors. The term would be extended from March 31, 2022 to March 31, 2025 with Amendment No. 1.

PRIOR ACTION:

April 12, 2019 - The City executed a contract with FCS.

FUNDING:

Budget: \$575,000.00

Actual: \$575,000.00

FINANCIAL IMPACT:

The contractor submits an annual budget prior to the start of each contract year. The contractor's budget for Fiscal Year 2022 will increase by \$75,000.00. Funding will be included in the FY 2022 Proposed Budget.

CITY ATTORNEY REVIEW: Yes

2/1/2021

STAFF CONTACT:

Keith Wilkins, City Administrator

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

Matthew F. Coughlin, Airport Director

ATTACHMENTS:

- 1) Florida Cleaning Systems Amendment No. 1

PRESENTATION: No

**FLORIDA CLEANING SYSTEMS, INC.
CONTRACT FOR INVITATION TO BID #19-008
AMENDMENT NO. 1**

THIS AMENDMENT NO. 1 TO THE CONTRACT FOR JANITORIAL AND CARPET CLEANING SERVICES AT PENSACOLA INTERNATIONAL AIRPORT ("Amendment No. 1") is hereby made and entered into as of the _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF PENSACOLA, a Florida municipal corporation ("City") in its capacity as owner and operator of PENSACOLA INTERNATIONAL AIRPORT ("the Airport") and FLORIDA CLEANING SYSTEMS, INC., a corporation authorized to do business in the State of Florida ("Contractor") (Each at times referred to in this Amendment No. 1 individually as a "Party" and collectively as the "Parties").

WHEREAS, City is the owner and operator of the Airport; and

WHEREAS, City and Contractor entered into a Contract for Janitorial and Carpet Cleaning Services at Pensacola International Airport ("Original Agreement") dated April 12, 2019; and

WHEREAS, City and Contractor desire to further amend the Original Agreement as hereinafter provided; and

WHEREAS, the City finds that it is in the best financial interests of the citizens of the City of Pensacola that this Original Agreement be amended as provided herein.

NOW THEREFORE, in consideration of the promises, covenants, terms, and conditions herein set forth, the Parties hereby agree as follows:

(1) **Recitals.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.

(2) **Term.** Section 3 Term and Payment is hereby amended and the following section is hereby added as of the Effective Date of this Amendment No. 1 as follows:

3.01 City's Option to Extend. City reserves the right to renew the Contract, at the sole discretion of the City and under terms and conditions to be determined by the City, for three (3) additional one (1) year terms. If the City chooses to exercise its right to renew the Contract, the Contractor shall be notified of the terms and conditions to which the City shall exercise this right ninety (90) days before the expiration of the Contract. The Contractor shall have the choice as to whether to accept the City's proposal or allow the Contract to expire and shall so notify the City within thirty (30) days of receipt of

City's proposal. Nothing in this paragraph shall be construed as to require the City to exercise such option to renew or as to require the Contractor to accept such proposal from the City.

(3) **Maintenance of Epoxy Terrazzo Floors.** Section 17 Maintenance of Epoxy Terrazzo Floors is hereby added as follows:

The Airport terminal building contains approximately 45,523 square feet of epoxy terrazzo flooring ("Terrazzo"). Beginning with the first renewal term the Contractor shall furnish all chemicals, supplies, services, labor, equipment, tools, insurance, permits, and fees (if any) necessary to perform day-to-day Terrazzo floor maintenance services. Costs for chemicals, supplies, services, labor, equipment, tools, insurance, permits, and fees (if any) shall be included in the Contractor's annual budget submittal. Only Hertron Stone Soap, Hertron Prime Grind 2, and Hertron Hertro-Seal Penetrating Seal are to be used on the Terrazzo unless equivalents are approved in advance by the Airport.

(4) **Attorney's Fees.** Section 13 Attorney's Fees is deleted in its entirety and replaced with the heading Reserved.

(END OF TEXT; SIGNATURE PAGES TO FOLLOW)

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed and sealed the day and year first above written.

CONTRACTOR

CITY OF PENSACOLA, FLORIDA

(Contractor's Name)

Mayor, Grover C. Robinson, IV

By _____
President

City Clerk, Ericka L. Burnett

(Printed President's Name)

Approved as to Substance:

Attest: _____
Corporate Secretary

Department Director

Legal in form and execution:

(CORPORATE SEAL)

City Attorney



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00156

City Council

2/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SITE LICENSING AGREEMENT WITH HARMONI TOWERS, LLC

RECOMMENDATION:

That City Council approve a five-year Site Licensing Agreement with Harmoni Towers, LLC to allow the City of Pensacola to attach Pensacola Energy's Automated Meter Reading (AMR) System transmission equipment for an annual fee of \$9,600 plus 2% annual escalation. Further, that Council authorize the Mayor to take all actions necessary to execute the agreement and all future contract extensions.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In June 2007, City Council awarded a contract to Sensus Metering System for the implementation of an AMR System for Pensacola Energy (PE). Sensus was responsible for designing the system, including negotiating the towers where the transmission equipment would be installed; that project was completed in February 2012. Since that time, customer growth has expanded into areas without adequate coverage from existing towers. PE needs to expand the tower coverage for the AMR System to capture customer meter data. Omnicom Consulting Group, Inc. assisted PE in negotiating the site licensing agreement, which is for a term of five years beginning on the commencement date with four options to renew for five years each. Renewals are automatic unless canceled by the City.

PRIOR ACTION:

None.

FUNDING:

Budget: \$ 9,600

Actual: \$ 9,600

FINANCIAL IMPACT:

Sufficient funding is available in the Gas Utility Fund's Fiscal Year 2021 Budget.

CITY ATTORNEY REVIEW: Yes

2/9/2021

STAFF CONTACT:

Keith Wilkins, City Administrator

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

Don J. Suarez, Pensacola Energy Director

ATTACHMENTS:

- 1) Tower Site Licensing Agreement

PRESENTATION: No

SITE LICENSING AGREEMENT

This SITE LICENSING AGREEMENT (the “**Agreement**”) is made on _____ (the “**Effective Date**”), by and between **Harmoni Towers LLC**, a Delaware limited liability company (“**Licensor**”), and **The City of Pensacola, Florida** (“**Licensee**”).

WHEREAS, Licensor has ownership or possessory interest in a tower, rooftop or other structure (the “**Structure**”) located on certain property further described in Section 1 below; and

WHEREAS, Licensee desires to place certain Equipment (as defined below) on and around such Structure, and Licensor desires to allow Licensee to place such Equipment on the Structure, subject to the terms and conditions contained herein; and

THEREFORE, in consideration of the terms, conditions and covenants contained in this Agreement, the parties, intending to be legally bound, hereby agree as follows:

1. GRANT OF LICENSE

a. Licensor has ownership or possessory interest in (i) that certain Structure located at Latitude 30.8146950 Longitude -87.4285570 and (ii) certain real property situated at 4050 Highway 97, McDavid, FL, in the county of Escambia, upon which the Structure is located (the “**Site**”). The Structure and Site being more fully described in Exhibit A attached hereto. The Structure, Site and Licensor’s other facilities, buildings, equipment, apparatus, easements, access rights and other property and rights of Licensor thereon are collectively referred to as “**Licensor’s Property**.”

b. Upon Licensor’s receipt of all regulatory approvals and other documentation reasonably requested by Licensor from Licensee, Licensor shall deliver to Licensee a written notice for Licensee to proceed (the “**NTP**”) with the installation of its Equipment at the Site. Prior to delivery of the NTP, Licensee shall not access the Site without Licensor’s prior written consent.

c. The “**Commencement Date**” shall be the first day of the month immediately following the date of Licensor’s delivery of the NTP to Licensee. Effective upon delivery of the NTP to Licensee, Licensor grants to Licensee the non-exclusive license (the “**License**”) to install, maintain, operate and repair the equipment and equipment shelter described with specificity in Exhibit B-1 attached hereto (the “**Equipment**”) on Licensor’s Property at the location on the Structure and in any adjoining building or land as more specifically described on Exhibit B-2 (the “**Premises**”), and such License is granted solely upon the terms and conditions set forth in this Agreement in exchange for the License Fee as set forth on Exhibit C attached hereto (the “**License Fee**”).

d. Licensee shall not change its transmitting or receiving frequency without the prior written consent of Licensor, which consent shall not be unreasonably withheld, conditioned or delayed. Licensee’s use of the Equipment shall be limited to receiving and transmitting by means of such Equipment such wireless data, video, voice and other signals and services as it may be authorized by the FCC to receive and transmit pursuant to its existing FCC licenses for wireless communications services.

Licensor Site Name: MCKINNON
Licensor Site ID: FLPEN2003
Licensee Site Name: MCKINNON

e. Licensor is the owner or has the right to license the Premises and is entitled to possession of the Premises.

f. Subject to the rights elsewhere granted to Licensee herein, Licensor may use for itself, or may license to others, other space available on the Structure and any other portion of Licensor's Property for any purpose, including, but not limited to, any kind of narrow band, broadband, or broadcasting communication equipment and system.

g. Subject to the restrictions contained herein, Licensee shall have the right to peaceably hold and enjoy the Premises.

2. ACCESS

a. To the extent Licensor is permitted to grant such access, Licensor hereby grants to Licensee a non-exclusive right of ingress to and egress from the Premises and any access road to the Premises for the purposes of installing, maintaining, operating and repairing the Equipment. Notwithstanding the foregoing, Licensor gives no guarantee to Licensee regarding Licensee's ability to enter or exit the Premises, including when weather conditions, road conditions, and any other element outside Licensor's control might affect Licensee's ability to enter the Premises. If not already provided to Licensee, Licensor shall promptly deliver to Licensee all necessary keys and combinations to facilitate Licensee's ingress to and egress from the Premises.

b. Any such access by Licensee shall be during normal business hours (Monday - Friday, 9 a.m. - 5 p.m. local time) for ordinary maintenance and repairs upon prior telephonic notice to Licensor during normal business hours. To the extent Licensor is permitted to grant such access, Licensee shall be entitled to have access to the Premises twenty-four hours a day, seven days a week to attend to any emergency on the Premises. Licensee shall notify Licensor as soon as reasonably practicable of any emergency occurring on the Premises. The rights of Licensee under this Section shall be limited to its employees, contractors, subcontractors, representatives or other agents, including the employees of such contractors or subcontractors of Licensee, authorized by Licensee (each, a "**Licensee Agent**"), Federal Communications Commission ("**FCC**") or state public service inspectors or persons under such respective parties' direct supervision. Before Licensee authorizes any such Licensee Agent to access the Premises, Licensee shall provide notice to Licensor as well as proof of appropriate types and amounts of insurance carried by such Licensee Agent. Notwithstanding the foregoing, Licensor accepts no responsibility for any acts or omissions of Licensee or Licensee Agents.

c. Notwithstanding the above, if Licensee has Equipment in a building located on Licensor's Property, then Licensee's access to the building will be subject to and limited by any reasonable security procedures instituted by Licensor for the protection of its building and Licensor's Property; however, Licensee shall never be unreasonably denied access to any building housing its Equipment.

d. Notwithstanding the above, neither Licensee nor any Licensee Agent shall allow any person to enter upon or climb the Structure without ensuring that such person is using appropriate preventive fall protection. In furtherance of and not in limitation of the foregoing, any Licensee Agent ascending or descending the Structure shall be positively attached to the Structure

Licensors Site Name: MCKINNON
Licensors Site ID: FLPEN2003
Licensee Site Name: MCKINNON

by means of an OSHA-approved device, which device may include, without limitation, (i) a fixed cable, (ii) a retractable device or (iii) a harness with two lanyards attached, and such Licensee Agent shall have been trained in the proper use of such device. Licensors makes no representation or warranty to Licensee as to the fitness of any such device for any particular use or purpose.

e. Licensors retains the right to inspect the Equipment of Licensee (including any equipment shelter of Licensee) upon giving reasonable notice to Licensee during the term of this Agreement and to enter the Premises for the purposes of inspection; provided, however, that Licensors may not disturb any Equipment or open any Equipment cabinets of Licensee without the prior approval of Licensee. If Licensors reasonably determines that Licensee has not maintained Licensee’s Equipment or other property of Licensee on the Premises in good order and repair according to industry standards or applicable building code requirements, Licensors shall so notify Licensee in writing, specifying the maintenance and repairs required to be performed by Licensee. If within ten (10) days following such written notice, Licensee has not performed such maintenance and repairs to Licensors’s reasonable satisfaction, Licensors may, at its option, make such repairs as it deems reasonably necessary and any amount reasonably expended by Licensors therefor shall be reimbursed to Licensors by Licensee and shall be deemed an additional fee hereunder. Licensors shall not be liable for inconvenience, disturbance, loss of business or other damage to Licensee by reason of repairing the property and Equipment of Licensee for which Licensee has failed to properly maintain.

f. In an emergency involving an imminent threat to life or property, as reasonably determined by Licensors, Licensors may enter the Premises and modify the Equipment for the purpose of eliminating or reducing, or attempting to eliminate or reduce, the emergency; provided Licensors has no obligation to do so. Upon execution of this Agreement, and at any time during the term of this Agreement when Licensee alters, change or modifies any keys, combinations, cards or similar access restrictions on the Premises, Licensee shall notify Licensors immediately and deliver to Licensors all keys, combinations, cards or other restrictions necessary to allow Licensors access to the Equipment. Licensors and Licensee agree that interference issues are governed by Sections 6 and 7 of this Agreement and are not subject to the provisions of this Section 2(f).

3. LICENSE TERM

The term of this Agreement shall be deemed to have commenced on the Commencement Date and terminate at 11:59 p.m. (local time) on the day immediately prior to the fifth (5th) anniversary of the Commencement Date (the “**Initial Term**”). Following the Initial Term, this Agreement shall automatically be renewed for four (4) separate and successive periods of five (5) years each (each a “**Renewal Term**” and together with the Initial Term, the “**Term**”); provided, however, Licensee may elect not to renew this Agreement for a Renewal Term by giving the Licensors advance written notice of such election not less than ninety (90) days prior to the end of the applicable Initial Term or Renewal Term.

4. LICENSE FEE

a. Beginning on the Commencement Date, Licensee shall pay to Licensors, or to Licensors’s authorized nominee, if any, as named in and at the address set forth in Exhibit C, the

Licensor Site Name: MCKINNON
Licensor Site ID: FLPEN2003
Licensee Site Name: MCKINNON

License Fee set forth on Exhibit C subject to adjustments as set forth in this Agreement. The initial License Fee payment is due and payable within thirty (30) days after the Commencement Date. In the event Licensee has previously delivered payment for the License prior to the Commencement Date for any period that extends beyond the Commencement Date, Licensor shall either credit Licensee's account for the pro rata amount of such prior payment or deliver to Licensee such excess amount.

b. During the Term of this Agreement, the License Fee shall be due and payable as more particularly described on Exhibit C. If the License Fee is not paid when due, then the amount due and unpaid shall bear interest at the rate of ten percent (10%) per annum, or, if lesser, the maximum rate allowed under applicable state law, from the date due until paid in full. Nothing in this subsection shall affect Licensor's right to terminate this Agreement pursuant to Section 17 if the License Fee is not paid when due.

5. EQUIPMENT

a. Licensee represents that the Equipment will be installed by Licensee or its pre-approved Licensee Agent(s) on the Structure in the exact location, and in accordance with the exact specifications, set forth in Exhibit B-2 and shall be installed in accordance with the highest engineering standards prevailing in the communications/broadcast industry. Licensee agrees that the Equipment, and the installation, operation and maintenance thereof, will not damage the Structure or any facility on the Licensor's Property (including without limitation any tower or structure or building) or interfere with the maintenance of any facility or lighting system. Licensee shall maintain the Equipment in a satisfactory condition as to safety and appearance. Except as otherwise provided in this Agreement, the Equipment is and shall remain the sole property of Licensee and may be removed from the Premises by Licensee, at Licensee's sole expense (including any repairs required due to Licensee's removal of the Equipment), at any time during the Term of this Agreement. Licensee agrees to install isolators, cavities and filters on the Equipment as may be reasonably required by Licensor and to maintain and operate the Equipment in accordance with the highest engineering standards prevailing in the communications/broadcast industry. At any time during the Term upon request by Licensor, Licensee shall provide to Licensor a copy of Licensor's FCC license, and any other required license or other documentation, authorizing it to operate each piece of the Equipment.

b. Licensee shall clearly and conspicuously mark each piece of the Equipment with Licensee's name and frequency number(s).

c. Licensee shall not install any equipment other than that set forth on Exhibit B-1 on the Structure without Licensor's prior written consent. Licensee shall not install the Equipment in any location or manner other than as specifically described in Exhibit B-2 without Licensor's prior written consent. After the initial installation of the Equipment, Licensee may replace the Equipment with the same or reasonably similar equipment upon at least thirty (30) days prior written notice to Licensor setting forth reasonably detailed information about the replacement equipment and execution by the parties of an amended Exhibit B-1 and Exhibit B-2 that describes with specificity such replacement equipment (which equipment shall become "Equipment" for all purposes hereunder upon its installation at the Premises), provided that such replacement Equipment and its installation on the Structure (i) shall be installed at the same location and in the

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same manner as the original Equipment, (ii) shall not increase any weight, wind, ice or seismic loading on the Structure or otherwise adversely impact the structural integrity of the Structure in any respect, (iii) shall not exceed the dimensions of the original Equipment, (iv) shall not use any frequencies other than the frequencies used by the original Equipment, and (v) shall meet all applicable governmental laws and regulations, including local zoning and permitting regulations, and shall not require Licensor, as reasonably determined by Licensor, to make any structural modifications to the Structure. Notwithstanding the provisions of Section 17 hereof or any other provision of this Agreement, Licensor may terminate this Agreement upon any violation by Licensee of this Section 5(c) which is not cured by Licensee within ten (10) days of receipt of notice of violation.

d. Licensee agrees that Licensor may mount casters on any Equipment that may be located in Licensor's building for any reasonable purpose, including without limitation cleaning of the Premises and maintenance work.

e. Upon the expiration or termination of this Agreement for any reason, Licensee shall immediately (and in no event later than ninety (90) days after termination) remove from the Premises the Equipment and any other property placed on Licensor's Property by Licensee or any Licensee Agent. Such removal shall be performed in such a manner as to not interfere with the continuing use of the Structure by Licensor and others. Licensee shall, at Licensee's sole expense, repair any damage to the Structure, or any facilities or equipment on Licensor's Property, caused by such removal, reasonable wear and tear and damage caused by acts out of Licensee's control are excepted. Upon any failure of Licensee to remove the Equipment and any other possessions of Licensee pursuant to this Section 5(e), Licensor shall have the option, but not the obligation, to remove the Equipment from the Premises and store the Equipment, all at Licensee's expense. Any damage to the Equipment occasioned by such removal and storage are expressly waived by Licensee. Any Equipment so removed will be returned to Licensee upon payment in full of all removal and storage costs and any past due License Fees, plus an administrative charge equal to ten percent (10%) of the total of said removal, storage, and past due License Fee costs. Notwithstanding the foregoing, any Equipment not retrieved by Licensee within one hundred eighty (180) days after termination or expiration of this Agreement shall be deemed abandoned by Licensee and shall become the property of Licensor without further action by either party. Such abandonment shall not relieve Licensee of liability for the costs of removal and storage of the Equipment.

6. FREQUENCY INTERFERENCE - LICENSEE'S OBLIGATIONS

a. Licensee represents and warrants that the Equipment will not cause interference to the equipment or operations of Licensor or any other licensee of Licensor or other prior user of Licensor's Property or Structure as they exist as of the Commencement Date. Licensee agrees that it will not modify the Equipment or change the frequency or frequencies within which the Equipment is operated without the prior written approval of Licensor, such approval not to be unreasonably withheld, conditioned or delayed. Licensee shall be responsible for all costs associated with any tests deemed necessary to resolve any and all interference that Licensor reasonably believes is being caused by Licensee's Equipment or operations on the Structure that were existing on the Structure before the Commencement Date. Further, Licensee shall indemnify

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Licensor and hold Licensor harmless from all expenses, costs, damages, loss, claims or other expenses and liabilities arising from any such interference.

b. If Licensee becomes aware that the Equipment is causing interference with the equipment or operations of Licensor or any other user of Licensor's Property or Structure as of the Commencement Date, Licensee immediately shall notify Licensor in writing of the problem and take all steps necessary to correct or eliminate such interference. If such interference is not corrected or eliminated within two (2) days, Licensor may require that Licensee cease operation of the Equipment until such interference is corrected or eliminated. If within ten (10) days thereafter the interference is not corrected or eliminated by Licensee or if Licensee shall have failed to cease operation of the Equipment, Licensor may immediately terminate this Agreement, notwithstanding the provisions of Section 17, and invoice Licensee for an amount equal to the Licensee Fees attributable to the three (3) month period immediately following termination of this Agreement pursuant to this Section 6(b).

7. FREQUENCY INTERFERENCE - LICENSOR'S OBLIGATIONS

a. Licensor agrees that subsequent to the Commencement Date of this Agreement it will not knowingly license or permit another person or entity to use the Structure if the signal, frequency or physical location of the equipment proposed to be used by such person or entity would cause interference in any material respect with the Licensee's then authorized signal, frequency or Equipment.

b. In the event Licensee reasonably determines that Licensor or a subsequent licensee is causing interference with Licensee's then authorized frequency or signal or with the Equipment, Licensee immediately shall notify Licensor in writing of such determination. Licensee shall in no way interfere with, tamper with or modify any equipment on the Structure or Licensor's Property or any other licensee or user of the Structure or Licensor's Property. Notwithstanding any other provision of this Agreement, Licensor shall have the immediate right to terminate this Agreement if Licensee violates the foregoing prohibition. Upon notice of interference, Licensor shall promptly (within 48 hours) take reasonable steps to eliminate, without cost to Licensee, any interference with the Equipment caused by Licensor's or any licensee's subsequent installation of equipment on the Structure, which steps may include, without limitation, enforcing provisions in any license or other agreement between Licensor and the person or entity causing such interference.

c. If such interference is determined to be more than intermittent and is detrimental to the operation of Licensee's systems, meaning the equipment is not able to reliably communicate as engineered and is not corrected or eliminated within five business (5) days, Licensee may require that Licensor use commercially reasonable efforts to eliminate the interference. If within ten business (10) days thereafter the interference is not eliminated by Licensor, Licensee may immediately terminate this Agreement, notwithstanding the provisions of Section 17, and invoice Licensor for an amount equal to the Licensee Fees attributable to the three (3) month period immediately following termination of this Agreement pursuant to this Section 7(c).

8. ALTERATIONS

Licensee shall obtain the prior written consent of Licensor before making any addition to or alteration of the Premises, such consent not to be unreasonably withheld, conditioned or delayed. Licensor shall endeavor to respond in writing to Licensee’s submission of plans to alter the Premises within ten (10) business days of receipt of the plans. If Licensor does not respond within the designated time frame, then Licensee may submit a second written notice to Licensor requesting Licensor’s approval of the plans within an additional ten (10) business days, in which case Licensor shall respond in writing to Licensee either approving the plans or specifying in reasonable detail the basis for rejecting the plans. Licensor also may respond by making suggestions to alter Licensee’s plans. If Licensor responds in such a manner, then Licensee shall have ten (10) business days in which to accept or reject in writing Licensor’s alternative plans. If Licensee does not respond within the designated time frame, then Licensee’s plans and Licensor’s alternative plans shall be deemed rejected and Licensee will be required to resubmit new plans to Licensor for approval. Any approved addition or alteration shall be made in a good and workmanlike manner at the sole expense of Licensee, free and clear of any mechanics’ or other liens or encumbrances. In no event shall Licensor be liable for any labor, materials or supplies furnished to Licensee in connection with such addition or alteration. If any mechanics’ or other lien is filed arising out of labor, materials or supplies furnished to or at the request of Licensee, Licensee shall immediately notify Licensor of such lien, and shall cause such lien to be discharged by payment, bonding or otherwise within thirty (30) days after the filing date of such lien. If Licensor reasonably determines that the installation of the additional Equipment on or about the Structure necessitates additional structural support for the Structure, or any portion thereof, Licensor reserves the right, in Licensor’s sole discretion, to construct such additional support. Whether the Licensor performs the construction of the additional support, or requires or allows Licensee to carry out such construction work, Licensee shall bear the expense of all such construction for additional structural support at Licensee’s sole expense, and no rent credit or other credit or reimbursement will be provided by Licensor in connection therewith. Licensee understands and agrees that any additional structural support necessitated by Licensee’s additions or alterations to the Structure made by Licensee shall become the sole property of Licensor. Upon expiration or termination of this Agreement, Licensee may be required by Licensor, at Licensor’s sole discretion, to remove any alteration or addition and to restore the Premises to the same or as good condition as existed on the Commencement Date, reasonable wear and tear and damage caused by acts out of Licensee’s control excepted.

9. INTENTIONALLY DELETED.

10. MAINTENANCE OF PREMISES

Licensee shall neither maintain nor permit any nuisances on the Premises, nor permit the Premises to be used for any purpose or use in violation of any of the laws, ordinances, rules or regulations of any public authority.

11. COMPLIANCE WITH LAWS

Licensee shall comply with all federal, state and local laws, rules and regulations applicable to the Equipment and Licensee’s operations, including without limitation all applicable

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rules and regulations of the FCC, Federal Aviation Authority (“**FAA**”), and any other applicable electrical or other governmental laws, codes, rules or regulations. Licensor shall be responsible for all ongoing and necessary tower or structure lighting and marking requirements of the FAA and FCC that are not related to the Equipment or Licensee’s operations. Licensee represents that prior to installation and operation of the Equipment pursuant to this Agreement, Licensee has obtained all required permits and/or licenses pertaining to the installation, operation, maintenance and repair of the Equipment on the Premises, including but not limited to any required FCC licenses. Licensor shall have no responsibility for the licensing, installation, operation or maintenance of the Equipment. Licensee shall provide Licensor with copies of all applications for construction permits and licenses filed with governmental authorities, and any and all amendments or renewals thereof, promptly after the filing thereof and upon any request of Licensor. Licensee shall not make any filings (or amendments to filings) with the FAA relating to the Structure without Licensor’s prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed.

Licensor must have an active registration with the Florida Department of State, Division of Corporations (www.sunbiz.org).

12. UTILITIES

Licensee shall be responsible for its own utility services, including but not limited to, telephone and electrical power service and any requirements of utility providers to alter or relocate access to such utilities. In order to facilitate Licensee’s payment for its electrical power and telephone services, Licensee shall, at its sole expense, install a separate telephone line and electric submeter at the Premises and Licensee shall be responsible for the payment of all bills which are generated as a result of its utility use. Further, Licensee agrees to be responsible for any damage to the Premises sustained during installation of Licensee’s utilities.

13. TERMINATION IN THE EVENT OF CASUALTY OR CONDEMNATION

a. Licensor shall not be responsible for any damage, loss, inconvenience or loss of use of the Premises due to fire, weather conditions, extraordinary wear and tear, theft, vandalism, or casualty loss of any kind, or any act or omission beyond its control, including any acts or omissions of any other licensee, and Licensor shall not be required to rebuild or return to licensable condition the Premises or the Structure.

b. In the event of any damage to, loss, destruction of or condemnation of all or any part of Licensor’s Property which renders Licensee’s use of the Premises unusable or inoperable, either party shall have the right, but not the obligation, to terminate this Agreement and all of its duties and obligations hereunder by giving written notice to the other party within thirty (30) days after such damage, destruction or condemnation.

c. If neither party terminates this Agreement pursuant to Section 13(c):
(i) Licensor may make any necessary repairs to Licensor’s Property caused by such damage or destruction and shall be entitled to use any and all insurance proceeds to pay for such repairs and
(ii) until such repairs are completed, the License Fee shall be reduced or abated in proportion to the actual reduction or abatement of use by Licensee of the Premises. Licensee acknowledges that

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Licensor alone shall be entitled to any condemnation proceeds paid as a result of any condemnation of the Premises.

d. After the expiration of the Initial Term, Licensee may terminate this Agreement without cause upon thirty (30) days prior written notice.

14. INDEMNIFICATION/LIMITATION OF LIABILITY

a. Licensee understands and agrees that Licensor, its parents, subsidiaries, affiliates, members and partners, representatives and agents, and each of their shareholders, directors, officers, employees (“**Licensor’s Agents**”) make no representation or warranty of any kind with respect to the accuracy of any information or data relating to the Structure, the condition of the Premises or any facilities (including without limitation towers or structures and buildings) located on Licensor’s Property and that Licensee accepts the License granted pursuant to this Agreement solely on a WHERE IS, AS IS basis without warranty of any kind or nature.

b. It is the express intention of the parties that Licensor shall assume no additional risk, liability, obligation or exposure of any kind as a result of entering into this Agreement. In furtherance of and not in limitation of the foregoing, Licensee agrees to indemnify, defend and hold harmless Licensor, Licensor’s Agents, from and against any and all liabilities, damages, losses, costs, expenses, suits, obligations, claims, demands or causes of action of any nature whatsoever (collectively, “**Claims**”), including without limitation attorneys’ fees at trial and on appeal, arising out of or in connection with (i) the Equipment, (ii) Licensee’s operations, (iii) the use, maintenance, repair or replacement of materials or facilities on Licensor’s Property by Licensee or Licensee Agents, (iv) the use of or entrance upon Licensor’s Property by Licensee or Licensee Agents, (v) any work performed or required to be performed by Licensee or Licensee Agents in connection with Licensee’s use of the Premises, (vi) the negligence, acts or omissions of Licensee or any Licensee Agents, (vii) the accuracy of any information relating to the Structure not contained herein which may have been communicated to Licensee prior to or contemporaneous with the execution of this Agreement by Licensor or Licensor’s Agents or (viii) the breach by Licensee of any provision of this Agreement, including without limitation any representation or warranty contained in this Agreement, except in each case to the extent attributable to the gross negligence or intentional misconduct of Licensor or Licensor’s Agents. Notwithstanding anything to the contrary stated herein, Licensee’s indemnification obligations are limited to the greater of (i) Licensee’s Insurance Coverage (as set forth in Section 15 of this Agreement) or (ii) the liability limits set forth in the State law’s sovereign immunity statute, F.S. 768.28.

c. Licensee acknowledges that Licensor and Licensor’s Agents shall have no liability to Licensee, any Licensee Agent or any other person or entity claiming under or through Licensee or any Licensee Agent for any injury, inconvenience, loss, cost, expense, liability or damage: (i) caused by the failure, interruption or malfunctioning of any equipment, facilities, utility or installation supplied by Licensor or Licensor’s Agents, unless caused by gross negligence or intentional misconduct of Licensor or (ii) resulting from any alteration, improvement or repair to Licensor’s Property or Licensor’s equipment located on Licensor’s Property; provided that, in the case of an alteration, improvement or repair, Licensor or Licensor’s Agents have exercised reasonable care to avoid or minimize any such injury, inconvenience, loss or damage.

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d. In no event shall Licensor or Licensor’s Agents be liable to Licensee, any Licensee Agent, or any person or entity claiming under or through Licensee or any of Licensee’s Agents for (x) any special, punitive, consequential, incidental or indirect damages, including lost profits or loss of business, or (y) any amount in excess of the amount of License Fees actually received by Licensor hereunder.

15. INSURANCE

a. During the Term of this Agreement, Licensee, at Licensee’s sole cost and expense, shall obtain and keep in force, with an insurance company rated not less than A- by A.M. Best the following policies of insurance:

<u>Insurance Coverage</u>	<u>Limits of Liability</u>
(i) Comprehensive General Liability (Including Products/Completed Operations, Personal Injury, XCU and Contractual Liability)	\$2,000,000 per occurrence, combined single limit
(ii) Business Auto Liability or Personal Auto Liability (if applicable)	Coverage Limit May Be Combined CGL & Excess/Umbrella \$1,000,000 per accident, combined single limit \$300,000 per accident BI/PD
(iii) Worker’s Compensation (in State of Structure location) Employer’s Liability Insurance	Per State Statute
(iv) All Risk Property Coverage	Coverage Limit May Be Combined WC & Excess/Umbrella 100% Replacement Cost of Licensee’s equipment
(v) Licensor and Licensor’s Agents are included as <i>additional insureds</i> ;	
(vi) irrespective of any insurance coverage carried by Licensor and Licensor’s Agents, Licensee’s insurance policies shall provide primary, non-contributory protection for Licensor and Licensor’s Agents, for claims or losses resulting from Licensee’s negligence;	
(vii) Licensee’s insurers waive any rights of subrogation it may have against Licensor and Licensor’s Agents; and,	
(viii) policies shall provide coverage on an “occurrence” basis— “claims-	

Insurance Coverage

Limits of Liability

made” policies are not acceptable.

b. Within thirty (30) days after the Effective Date, and as often thereafter as reasonably requested by Licensor, Licensee shall deliver to Licensor a standard certificate of insurance from an authorized representative of Licensee, or its insurer(s) on its behalf, as proof of the maintenance of all insurance required by this Section. The certificate(s) shall indicate that such insurance shall not be canceled or modified, except upon delivery of thirty (30) days’ prior written notice to Licensor. The certificate(s) shall indicate coverage for the entire Term of this Agreement, or Licensee shall provide (and shall continue to provide) subsequent certificates of insurance so as to confirm to Licensor continuous insurance coverage that satisfies the requirements of this Section throughout the Term of the Agreement.

c. Licensee shall cause Licensee’s contractors and all subcontractors entering Licensor’s Property to maintain the same insurance that Licensee is required to maintain pursuant to this Section 15.

d. Licensor agrees to maintain during the Term of this Agreement, policies of insurance (including through self-insurance) with respect to Licensor’s Property in such amounts and with respect to such risks as are customary according to industry and/or tower or structure ownership standards. Licensor shall provide on an annual basis current self-insured letters of such insurance coverage upon request by Licensee.

16. HAZARDOUS SUBSTANCES

Licensee agrees that it will not use, generate, store or dispose of any hazardous material on, under, about or within Licensor’s Property without the prior written consent of Licensor. Licensor agrees that it will not use, generate, store or dispose of any hazardous material on, under, about or within Licensor’s Property in violation of applicable law. If, subsequent to the date of execution of this Agreement, hazardous material is released on, under, about or within Licensor’s Property that Licensor reasonably determines requires remediation under applicable federal, state or local law or regulation, then subject to the provisions of Section 13, Licensor shall take such action as it deems appropriate to remediate the condition in accordance with such law or regulation. If the presence of such hazardous material is the result of the acts or omissions of Licensee or any of the Licensee Agents, then Licensee shall indemnify, defend and hold harmless Licensor and Licensor’s Agents from and against any and all Claims, including any Claim directly by Licensor, that may arise therefrom or in connection therewith as further provided in Section 14(a). As used in this Section 16, “hazardous material” shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which the Structure is located to cause cancer and/or reproductive toxicity and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation.

17. DEFAULT

a. The following shall be deemed to be events of default under this Agreement:

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1. Failure of Licensee to pay the License Fee when due or comply with any other monetary term of the Agreement, which failure is not cured within ten (10) days after written notice thereof to Licensee;

2. Failure of either party to comply with any non-monetary term, warranty, condition, representation, provision or covenant contained in the Agreement, which failure is not cured within thirty (30) days after written notice thereof from the other party, provided the noncomplying party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the noncomplying party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion;

3. The non-renewal or cancellation of any permit and/or license required for Licensee's operation on the Premises; and

4. Any filing of a petition under any bankruptcy act by or against either party (which petition shall not have been dismissed within thirty (30) calendar days thereafter), execution by either party of an assignment for the benefit of creditors, appointment of a receiver for the assets of either party, or action by either party to take advantage of any applicable insolvency or any other like statute.

b. Upon any such default, in addition to any other remedies available at law, the non-defaulting party shall have the option to immediately terminate this Agreement, and, if Licensee is the defaulting party, Licensor shall be entitled to a payment from Licensee for a termination fee in an amount equal to three (3) months payment. In lieu of terminating the Agreement, Licensor (if Licensee is the defaulting party) may re-enter the Premises and dispossess Licensee, and may (but shall not be obligated to) re-license the Premises on Licensee's behalf upon such terms and conditions as Licensor reasonably deems appropriate. No such re-entry or re-licensing by Licensor shall be construed as an election by Licensor to terminate this Agreement unless Licensor notifies Licensee of such termination.

18. LIENS

a. Licensee shall keep Licensor's Property free from any liens arising from any work performed, materials furnished, or obligations incurred by or at the request of Licensee.

b. If any lien is filed against Licensor's Property as a result of the acts or omissions of Licensee, or Licensee Agents, Licensee must discharge, or cause to be discharged, the lien or issue a bond with respect to the lien in a manner reasonably satisfactory to Licensor within thirty (30) days after Licensee receives written notice from any party that the lien has been filed.

c. If Licensee fails to discharge or bond any lien within such period, then, in addition to any other right or remedy of Licensor, Licensor may, at Licensor's election, discharge the lien by either paying the amount claimed to be due or obtaining the discharge by deposit with a court or a title company or by bonding, or by such other methods reasonably acceptable to Licensor and any of Licensor's mortgagees provided that such methods are specified in writing by Licensor to Licensee.

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d. To the extent that liens are incurred, Licensee must pay on demand any amount paid by Licensor for the discharge or satisfaction of any lien, and all reasonable attorneys' fees and other legal expenses of Licensor incurred in defending any such action or in obtaining the discharge of such lien, together with all necessary disbursements in connection therewith.

19. ASSIGNMENT

a. Licensee may not, voluntarily or by operation of law, merger, stock sale or similar change of control of Licensee, assign, transfer, mortgage, hypothecate, sublet, or otherwise transfer or encumber all or any part of Licensee's interest in this Agreement or in the Premises, without the prior written consent of Licensor. Any assignment, transfer, mortgage, hypothecation, encumbering or subletting in violation of this provision shall be void and shall constitute a material breach of this Agreement.

b. Licensor may assign, transfer or sell the Structure, any Licensor's Property or this Agreement, in whole or in part, at any time and from time to time at its sole discretion and without any prior notice or consent of Licensee or otherwise. Upon any assignment or transfer of Licensor's interest in this Agreement and the assumption by the assignee or transferee of all of Licensor's obligations under this Agreement, Licensor shall be released from any further obligations hereunder.

c. Subject to the foregoing, this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their permitted successors and assigns.

20. MEMORANDUM OF LICENSE

Licensor agrees that, at the request of Licensee, Licensor shall execute a memorandum of license, in a form reasonably acceptable to Licensee, for the purpose of recording Licensee's interest herein.

21. NOTICES

Any notices pursuant to this Agreement shall be validly given or served only if in writing and sent by courier, facsimile, or overnight delivery service, to the following addresses:

If to Licensee:

City of Pensacola
Don J Suarez, Department Director
1625 Atwood Drive
Pensacola, FL 32514

City of Pensacola
Keith Wilkins, City Administrator
222 Main Street
Pensacola, FL 32502

If to Licensor:

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Harmoni Towers LLC
Attn: Real Estate
10801 Executive Center Drive
Shannon Building, Suite 100
Little Rock AR 72211

With a required copy sent to the address below:

Harmoni Towers LLC
c/o Communications Infrastructure Services Co.
Attn: Legal
44 South Broadway, Suite 601
White Plains, NY 10601

A copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

For Site Emergencies: NOC@harmonitowers.com

and with a copy to such other persons and addresses as either party may designate to the other in writing. Delivery of any notice shall be deemed to be effective on the date set forth on the receipt of delivery or facsimile transmission. All future correspondence and payments regarding this Agreement should include the Licensor Site Name and Identifier set forth above.

22. WAIVER

The waiver by either party of a breach or violation of, or failure of either party to enforce, any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation or relinquishment of any rights hereunder.

23. INTEGRATION

This Agreement, including all exhibits hereto, represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all previous oral or written agreements, correspondence, conversations or understandings of whatever nature between the parties with respect to the subject matter. This Agreement may not be altered or amended except by an agreement in writing signed by both parties.

24. GOVERNING LAW

This Agreement shall be deemed to have been made in, and its validity, performance and effect shall be determined in accordance with, the internal laws of the state of Florida.

25. PARTIAL INVALIDITY

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If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of this Agreement shall remain in full force and effect to the greatest extent permitted by law and shall in no other way be affected, impaired or invalidated.

26. CAPTIONS; EXHIBITS

The captions or headings of sections of this Agreement are provided for convenience only and shall not be of any force or effect in construing any provision of this Agreement. All exhibits referred to in this Agreement shall be incorporated in and constitute a part of this Agreement.

27. RELATIONSHIP OF THE PARTIES

Licensor and Licensee are entering into this Agreement as independent contractors and shall not be deemed to be joint venturers or partners of one another, and neither party shall have any power to bind or obligate the other whatsoever.

28. AUTHORITY

Each party hereto represents and warrants that: (i) it has the full right and authority to enter into, execute and deliver this Agreement; (ii) it has taken all requisite corporate or other governing body actions to approve the execution, delivery and performance of this Agreement; (iii) this Agreement constitutes a legal, valid and binding obligation enforceable against such party in accordance with its terms; and (iv) its performance under this Agreement shall not violate any applicable regulations, rules, statutes or court orders of any local, state or federal government agency, court or body.

29. COUNTERPARTS

This Agreement may be executed and delivered in counterparts, including by electronic transmission, and all of which taken together shall constitute a single instrument.

30. SURVIVAL

Licensor and Licensee hereby agree that termination or expiration of this Agreement, including any amendments to this Agreement, will not impair either party's then accrued rights, obligations or remedies or any rights, obligations or remedies of either party that expressly or by their nature are intended to survive the termination or expiration of this Agreement.

[Remainder of this page intentionally left blank.]

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Licensee Site Name: MCKINNON

IN WITNESS, WHEREOF, intending to be legally bound, the parties hereto have caused their duly authorized officers to execute this Agreement as of the date first written above.

LICENSOR:

LICENSEE:

(Contractor's Name)

Mayor, Grover C. Robinson, IV

By _____
Member

Attest: _____
City Clerk, Ericka L. Burnett

(Printed Member's Name)

Approved as to Substance:

By: _____
Member

Department Director

(Printed Member's Name)

Legal in form and execution:

City Attorney

EXHIBIT A

DESCRIPTION OF STRUCTURE AND REAL PROPERTY

305' self supported tower located at LAT 30.8146950 LONG -87.4285570

Licensors's Property:

Lease Area

A portion of the 5M Farms, LLC, tract described in Book 7957, Page 695 as recorded in the Office of County Clerk for Escambia County, Florida, being in the SE 1/4 of the SE 1/4 of Section 34, Township 4 North, Range 32 West, Escambia County, Florida, and being more particularly described as follows;

Commencing at a 1/2" rebar found marking the intersection of the northeasterly right-of-way line of State Highway 97 and south line of said Section 34; thence run N 37°59'12" W along said the northerly right-of-way line for a distance of 534.91 feet to a point; thence departing said northerly right-of-way line, run S 86°35'09" E for a distance of 145.40 feet to a point; thence run N 03°24'51" E for a distance of 50.00 feet to a 5/8" rebar set and the Point of Beginning; thence run S 86°35'09" E for a distance of 100.00 feet to a 5/8" rebar set; thence run S 03°24'51" W for a distance of 100.00 feet to a 5/8" rebar set; thence run N 86°35'09" W for a distance of 100.00 feet to a 5/8" rebar set; thence run N 03°24'51" E for a distance of 100.00 feet to the Point of Beginning. Said Lease area contains 0.23 acres.

30' ACCESS & UTILITY EASEMENT

A portion of the 5M Farms, LLC, tract described in Book 7957, Page 695 as recorded in the Office of County Clerk for Escambia County, Florida, being in the SE 1/4 of the SE 1/4 of Section 34, Township 4 North, Range 32 West, Escambia County, Florida, and being more particularly described as follows;

Commencing at a 1/2" rebar found marking the intersection of the northeasterly right-of-way line of State Highway 97 and south line of said Section 34; thence run N 37°59'12" W along said the northerly right-of-way line for a distance of 534.91 feet to the Point of Beginning of an Access & Utility Easement being 30 feet in width and lying 15 feet on each side of the following described centerline; thence departing said northerly right-of-way line, run S 86°35'09" E for a distance of 145.40 feet to the Point of Ending. Said easement contains (4,224.20 square feet) 0.096 acres, more or less.

EXHIBIT B-1

THE EQUIPMENT LIST

Equipment to be installed at RAD 210':

(1) WPA-700102-8CF-0-850

(1) Generic 1.25" coax

Leased area Dimensions 2'x2'

Cabinet Dimensions 2'x2'x1'

Concrete pad Dimensions 2'x2'

Cabinet SENSUS M400B2

EXHIBIT B-2

THE EQUIPMENT PLACEMENT

See attached tower profile and site plan

EXHIBIT C

LICENSE FEE

LICENSE FEE DURING INITIAL TERM:

License Fee during the Initial Term is \$800.00 per month, beginning with the Commencement Date, with an annual escalator of two percent (2%) on the first day of the month in which the annual anniversary of the Commencement Date occurs.

LICENSE FEE DURING ANY RENEWAL TERMS:

License Fee during any Renewal Term will increase annually by two percent (2%) on the first day of the month in which the annual anniversary of the Commencement Date occurs.

The License Fees shall be payable to the agent of Licensor at the following address shown below:

**HARMONI TOWERS LLC
P.O. Box 840102
Dallas TX 75284-1945**

Payments should include Licensor Site ID FLPEN2003 on all checks and correspondence to ensure proper rent credit and timely responses.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00157

City Council

2/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

RELEASE OF LIENS FOR IMPROVEMENTS

RECOMMENDATION:

That City Council approve the release of liens for improvements on the following six parcels:

- 1021 North F Street, Property Account number 150646000;
- 1100 W. Gonzalez Street, Property Account number 150635000;
- 1021 North G Street, Property Account number 150781000;
- 1017 North G Street, Historic Property Account number 150784100;
- 1015 North G Street, Property Account number 150783000; and
- 1209 W. Gonzalez Street, Property Account number 150780000.

Further, that City Council authorize the Mayor to take all actions necessary to execute any documents related to the release of liens.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Escambia County Neighborhood & Human Services Department, Neighborhood Enterprise Division is requesting that the City of Pensacola release improvement liens on six parcels to support the development of six single-family residential workforce housing units, which will be made available to income-qualifying homebuyers. Escambia County, the owner of record, plans to initiate an Infill Housing project utilizing these lots located within the City limits. A map of the parcel locations is attached. The parcels were escheated to Escambia County for non-payment of property taxes. The liens were placed on the parcels for improvements, to include lot clearing and structure demolition, by the City of Pensacola when the parcels were in private ownership.

The parcels are located within the Westside Redevelopment Area and Urban Design Overlay District. Development of the parcels will comply with all zoning codes. As noted in the Westside Community Redevelopment Area Plan, the project supports the development of infill housing on vacant lots, which will increase the tax base, offer homeownership opportunities, and stabilize the community. Lien forgiveness will clear title on the parcels and allow the properties to be conveyed to qualifying

homebuyers. Approval of this request will contribute to the City's goal of developing 500 affordable housing units in 5 Years.

Escambia County will be issuing a request for proposals for the development of the properties under the HOME Investment Partnerships Program (HOME) in partnership with a Community Housing Development Organization. As required by the HOME Program, purchase assistance will be limited to buyers at or below 80% of area median income with a maximum purchase price not to exceed \$238,000.

Escambia County hosted a press conference announcing the project in June 2020.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

Escambia County will pay to file the lien releases as part of the Infill Housing project costs.

CITY ATTORNEY REVIEW: Yes

2/2/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator - Community Development
Marcie Whitaker, Housing Director
Steve Richards, Code Enforcement Administrator

ATTACHMENTS:

- 1) Escambia County Lien Release Request Letter
- 2) Parcel Location Map
- 3) Announcement of Workforce Housing press conference

PRESENTATION: No



January 14, 2021

Keith Wilkins
 City of Pensacola
 P.O. Box 12910
 Pensacola, Florida 32521

RE: CITY LIEN RELEASE REQUEST FOR AFFORDABLE HOUSING INFILL PROJECTS

Dear Keith:

As you are aware, Escambia County is initiating an Infill Housing project on multiple County owned lots within the City limits to be targeted to income eligible homebuyers under this program. The funding that will be made available for construction by a Community Development Housing Organization (CHDO) and subsequent purchase assistance for buyers is limited to buyers at or below 80% of area median income as required by the HUD HOME program. We have discovered that each of the properties has a substantial number of City improvement liens against them and would request that the City initiate the process for releasing the liens before the County transfers the properties to a non-for-profit. This will help expedite the project and remove title issues for the properties. The property locations and lien details are as follows:

Property 1: 1021 North F Street (Property Account #: 150646000)

Owner at Time of Lien	Official Records Book/Page No.	Amount	Date of Lien Recording
Patches I Inc, Trustee	6881/730	\$219.00	7/11/12
	6909/1742	\$219.00	9/20/12
	6959/1632	\$219.00	1/10/13
	7050/634	\$219.00	7/24/13
	7072/851	\$219.00	9/09/13
	7122/874	\$219.00	1/07/14
	7205/178	\$219.00	7/31/14
	7248/718	\$219.00	10/27/14
	TOTAL		\$1752.00

Property 2: 1100 W. Gonzalez Street (Property Account #: 150635000)

Owner at Time of Lien	Official Records Book/Page No.	Amount	Date of Lien Recording
Estate of Carrie Lynch	6506/1085	\$166.79	9/14/09
	6528/1218	\$166.79	11/13/09
	6558/806	\$142.44	2/8/10
	6638/1253	\$154.00	9/23/10
	6676/1527	\$134.96	1/6/11
	6756/1111	\$219.00	8/25/11
	6796/206	\$219.00	12/12/11
	6909/1737	\$219.00	9/20/12
	6959/1647	\$219.00	1/10/13
	7072/845	\$219.00	9/9/13
	TOTAL		\$1859.98

Property 3: 1021 North G Street (Property Account #: 150781000)

Owner at Time of Lien	Official Records Book/Page No.	Amount	Date of Lien Recording
Edna Wright & Edna Dees	6406/529	\$3094.28	12/16/08
Edna Wright, et. al	6482/1228	\$121.24	7/13/09
	6622/297	\$145.59	8/6/10
	6374/1016	\$166.79	9/10/08
	6498/302	\$145.59	8/20/09
	6528/1225	\$145.59	11/13/09
	6558/813	\$142.44	2/8/10
	6646/1288	\$138.11	10/13/10
	6676/485	\$127.31	1/5/11
	6745/1722	\$219.00	7/27/11
	6826/399	\$219.00	3/1/12
	6981/1632	\$219.00	3/1/13
	7097/584	\$219.00	11/5/13
	7122/881	\$219.00	1/7/14
	7248/724	\$219.00	10/27/14
	7298/203	\$219.00	2/11/15
	7398/1699	\$219.00	8/31/15
	7467/1668	\$219.00	1/25/16
TOTAL		\$6197.94	

Property 4: 1017 North G Street (Historic Property Account #150784100)—this property has now been combined with 1015 North G Street

Owner at Time of Lien	Official Records Book/Page No.	Amount	Date of Lien Recording
Hussein & Anne Sharaway	4080/664	\$188.94	12/10/96
	4486/549	\$139.79	10/28/99
	4784/930	\$160.23	10/11/01
	4911/1207	\$146.92	5/30/02
	4961/965	\$146.92	8/26/02
	5378/578	\$136.67	4/5/04
	5491/1796	\$123.47	9/3/04
	5577/1701	\$121.14	2/16/05
	5755/1951	\$278.06	10/18/05
	5876/552	\$142.34	4/5/06
	3361/259	\$129.49	5/11/93
	3886/448	\$136.76	12/14/95
	4529/1590	\$133.79	3/2/00
	4674/1321	\$123.47	3/15/01
	5032/1693	\$146.92	12/17/02
	5113/1641	\$146.92	4/17/03
	5980/329	\$129.92	8/28/06
	6201/237	\$134.96	8/15/07
TOTAL		\$2666.71	

Property 5: 1015 North G Street (Property Account #150783000)

Owner at Time of Lien	Official Records Book/Page No.	Amount	Date of Lien Recording
Daisy Lewis	4486/515	\$151.17	10/28/99
	4529/1583	\$145.17	3/2/00
	4674/1561	\$123.47	3/15/01
	4963/688	\$170.39	8/29/02
	5032/1681	\$146.92	12/17/02

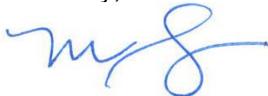
	5163/434	\$162.39	6/17/03
	5378/573	\$136.67	4/5/04
	5577/1690	\$121.14	2/16/05
	5755/1949	\$211.73	10/18/05
	5876/235	\$176.84	4/5/06
Michael Ballou	6374/1036	\$145.59	9/10/08
	6452/1069	\$137.94	4/27/09
Allyssa Priestley	6493/1017	\$145.59	8/7/09
	6534/1712	\$145.59	12/1/09
	6622/276	\$145.59	8/6/10
	6646/1364	\$134.96	10/13/10
	6677/1696	\$127.31	1/10/11
	6745/1721	\$219.00	7/27/11
	6826/397	\$219.00	3/1/12
	7122/876	\$219.00	1/7/14
	7247/841	\$219.00	10/23/14
TOTAL		\$3404.46	

Property 6: 1209 W Gonzalez Street (Property Account #150780000)

Owner at Time of Lien	Official Records Book/Page No.	Amount	Date of Lien Recording
Raymond Beaty	5755/1939	\$178.20	10/18/05
	6394/307	\$145.59	11/5/08
	6355/1456	\$145.59	7/23/08
	6452/742	\$136.28	4/27/09
	6498/294	\$145.59	8/20/09
	6528/1206	\$145.59	11/13/09
Estate of Raymond Beaty	6622/280	\$145.59	8/6/10
	6646/1274	\$134.96	10/13/10
	6676/254	\$134.96	1/5/11
	6981/1618	\$219.00	3/1/13
	7053/440	\$219.00	7/30/13
	7106/1838	\$219.00	11/26/13
	7138/748	\$219.00	2/25/14
Raymond Beaty et al	7245/1271	\$219.00	10/21/14
TOTAL		\$2407.35	

The construction of these homes will be within all the criteria of the CRA overlay and seeks to enhance the surrounding neighborhood. I appreciate the cooperation and support afforded this office as we pursue our mutual interests in improving the condition and availability of affordable housing in the local area. If there are any questions, or should you require further information regarding this subject, please do not hesitate to contact me by e-mail at: mareeves@myescambia.com or via phone at 850-595-4968.

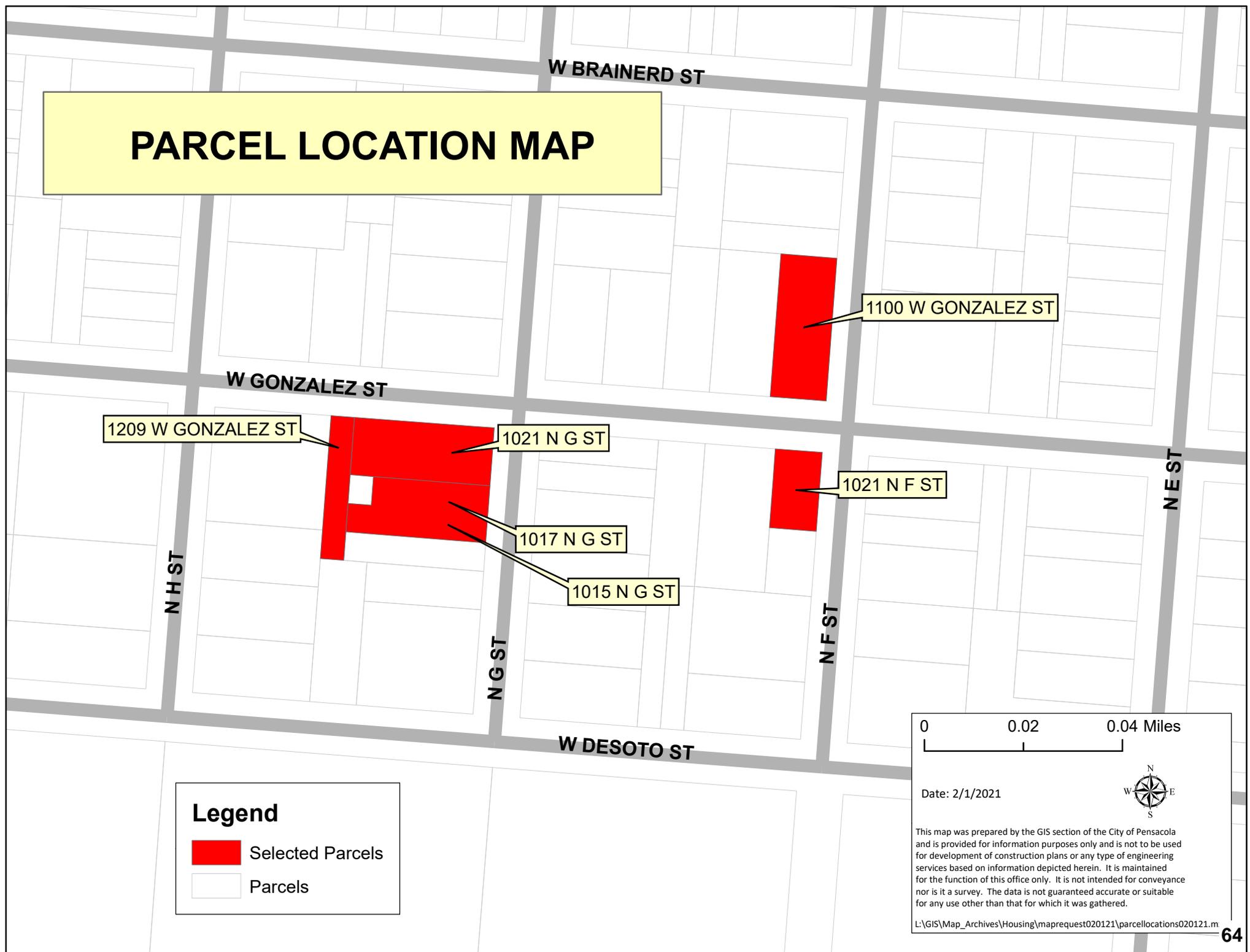
Sincerely,



Meredith Reeves, Division Manager
 Neighborhood Enterprise Division
 Neighborhood & Human Services Department

- c: Marcie Whitaker, City of Pensacola Housing Division
- Clara Long, Director, Neighborhood & Human Services Department
- Wesley Hall, Assistant County Administrator

PARCEL LOCATION MAP



Legend

- Selected Parcels
- Parcels



Date: 2/1/2021



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

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Workforce Housing Press Conference Set for Today, Monday, June 15

Published Jun 11, 2020

Escambia County will hold a press conference related to the future development of workforce housing on Monday, June 15.

The announcement will be held at 1021 N. G St. at 10:30 a.m. Speakers will include District 3 Commissioner Lumon May and City Councilwoman Jewel Cannada-Wynn. One or more commissioners may also attend.

To celebrate National Homeownership Month, the county is announcing an initiative that will develop vacant county-owned lots into new, affordable, single-family housing. The initial four properties are located within the City of Pensacola's Westside Community Redevelopment Area.

The county will be issuing a request for proposals for development of the properties under the HOME Investment Partnerships Act Program in partnership with a Community Housing Development Organization. Homebuyers will be eligible for HOME down payment and closing cost assistance of up to \$40,000, depending on need. Buyers must make the property their principal residence.

Buyer Qualifications for the HOME Program:

- Have a total gross family income that does not exceed 80% of area median income for Escambia County adjusted for family size.
- Have sufficient income and credit-worthiness to qualify for primary financing from a participating lender.
- Must attend an 8 hour HUD certified homebuyer class offered by Community Enterprise Investments, Inc. prior to closing.

For general information, please contact Community and Media Relations at 850-595-1647 or cmr@myescambia.com.

For information for potential developers or homebuyers, please contact Meredith Reeves at 850-595-4968 or ned@myescambia.com.

County Commissioner Lumon May, District 3
Announces Future Development of
Workforce Housing

For more information, contact the Neighborhood and Human Services Department at 850-595-4968 or email NED@myescambia.com

Related Events

 **Workforce Housing Press Conference**

ITEM #7 - provided by
Council President

City of Pensacola
Affordable Housing Lien Waivers Analysis

Parcels	Lien \$	Property Value per Escambia CPAO	Current Taxable Value	Current City Revenues
1021 North F Street	\$1,752.00	\$4,950.00	\$0.00	\$0.00
1100 W. Gonzalez Street	\$1,859.98	\$10,980.00	\$0.00	\$0.00
1021 North G Street	\$6,197.94	\$10,980.00	\$0.00	\$0.00
1017 North G Street*	\$2,666.71		\$0.00	\$0.00
1015 North G Street*	\$3,404.46	\$10,066.00	\$0.00	\$0.00
1209 W. Gonzalez Street	\$2,407.35	\$2,288.00	\$0.00	\$0.00
	<u>\$18,288.44</u>		<u>\$0.00</u>	<u>\$0.00</u>

* These 2 parcels have been combined

#1 Projected Revenues @ \$140K

Parcels	Lien \$	Current Property Value per Escambia CPAO	#1 Projected Value of Property	#1 Projected Taxable Value	#1 Projected City Revenues	Stormwater Fee	Total Projected Revenues	Years to recover waiver
1021 North F Street	\$1,752.00	\$4,950.00	\$140,000.00	\$90,000.00	\$386.06	\$110.53	\$496.59	
1100 W. Gonzalez Street	\$1,859.98	\$10,980.00	\$140,000.00	\$90,000.00	\$386.06	\$110.53	\$496.59	
1021 North G Street	\$6,197.94	\$10,980.00	\$140,000.00	\$90,000.00	\$386.06	\$110.53	\$496.59	
1017 North G Street*	\$2,666.71							
1015 North G Street*	\$3,404.46	\$10,066.00	\$140,000.00	\$90,000.00	\$386.06	\$110.53	\$496.59	
1209 W. Gonzalez Street	\$2,407.35	\$2,288.00	\$140,000.00	\$90,000.00	\$386.06	\$110.53	\$496.59	
	<u>\$18,288.44</u>		<u>\$700,000.00</u>	<u>\$450,000.00</u>	<u>\$1,930.28</u>	<u>\$552.65</u>	<u>\$2,482.93</u>	7.37

City of Pensacola
Affordable Housing Lien Waivers Analysis

#2 Projected Revenues @ \$175K

Parcels	Lien \$	Current Property Value per Escambia CPAO	#2 Projected Value of Property	#2 Projected Taxable Value	#2 Projected City Revenues	Stormwater Fee	Total Projected Revenues	Years to recover waiver
1021 North F Street	\$1,752.00	\$4,950.00	\$175,000.00	\$125,000.00	\$536.19	\$110.53	\$646.72	
1100 W. Gonzalez Street	\$1,859.98	\$10,980.00	\$175,000.00	\$125,000.00	\$536.19	\$110.53	\$646.72	
1021 North G Street	\$6,197.94	\$10,980.00	\$175,000.00	\$125,000.00	\$536.19	\$110.53	\$646.72	
1017 North G Street*	\$2,666.71							
1015 North G Street*	\$3,404.46	\$10,066.00	\$175,000.00	\$125,000.00	\$536.19	\$110.53	\$646.72	
1209 W. Gonzalez Street	\$2,407.35	\$2,288.00	\$175,000.00	\$125,000.00	\$536.19	\$110.53	\$646.72	
	<u>\$18,288.44</u>		<u>\$875,000.00</u>	<u>\$625,000.00</u>	<u>\$2,680.94</u>	<u>\$552.65</u>	<u>\$3,233.59</u>	5.66

#3 Projected Revenues @ \$175K

Parcels	Lien \$	Current Property Value per Escambia CPAO	#3 Projected Value of Property	#3 Projected Taxable Value	#3 Projected City Revenues	Stormwater Fee	Total Projected Revenues	Years to recover waiver
1021 North F Street	\$1,752.00	\$4,950.00	\$210,000.00	\$160,000.00	\$686.32	\$110.53	\$796.85	
1100 W. Gonzalez Street	\$1,859.98	\$10,980.00	\$210,000.00	\$160,000.00	\$686.32	\$110.53	\$796.85	
1021 North G Street	\$6,197.94	\$10,980.00	\$210,000.00	\$160,000.00	\$686.32	\$110.53	\$796.85	
1017 North G Street*	\$2,666.71							
1015 North G Street*	\$3,404.46	\$10,066.00	\$210,000.00	\$160,000.00	\$686.32	\$110.53	\$796.85	
1209 W. Gonzalez Street	\$2,407.35	\$2,288.00	\$210,000.00	\$160,000.00	\$686.32	\$110.53	\$796.85	
	<u>\$18,288.44</u>		<u>\$1,050,000.00</u>	<u>\$800,000.00</u>	<u>\$3,431.60</u>	<u>\$552.65</u>	<u>\$3,984.25</u>	4.59

Total Millage	<u>17.2241</u>
City of Pensacola	4.2895
Stormwater	\$110.53

\$50,000.00 Homestead exemption



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00169

City Council

2/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jared Moore

SUBJECT:

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

RECOMMENDATION:

That City Council reappoint Veronica Dias to the Board of Trustees-Firemen's Relief and Pension Fund for a term of two years, expiring December 31, 2022.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

Nominee

Nominated by

Veronica Dias

Incumbent

PRIOR ACTION:

City Council makes appointments to this board on an annual basis.

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

- 1) Member List
- 2) Application of Interest - Veronica Dias
- 3) Ballot

PRESENTATION: No

Board of Trustees - Firemen's Relief and Pension Fund

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Barnes, Jeri		other four members	0	2020	12/31/2020	7/16/2015	2	
Dias, Veronica	Investment Banker	Council	5	2020	12/31/2020	10/8/2009	2	
Horton, Samuel A.	Retired	Council	15	2020	12/31/2021	12/18/1986	2	
McCombs, Joseph	Firefighter	elected by firefighters	0	2020	12/31/2020	1/17/2019	2	
Wilmoth, Jeff	Fire Lieutenant	elected by firefighters	1	2020	12/31/2020	5/22/2017	2	

Term Length: TWO YEAR TERMS

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

Ericka Burnett

From: noreply@civicplus.com
Sent: Tuesday, January 26, 2021 3:57 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

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

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

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

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

(Section Break)

Personal Information

Name Veronica Dias

Home Address 1227 E Jackson St
Pensacola, FL 32501

Business Address *Field not completed.*

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

Preferred Contact Phone Number(s) 850 723-8402

Email Address veronicadiaz9599@gmail.com

Upload Resume (optional) [Veronica Resume for City of Pensacola 2020.docx](#)

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 6

If yes, how long have you been a City resident? 21 years

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: Firemans Pension Board of Trustees

Please list the reasons for your interest in this position: To offer my services based on my financial background

Do you currently serve on a board? Yes

If yes, which board(s)? Firemans Pension Board of Trustees

Do you currently hold a public office? No

If so, what office? *Field not completed.*

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

(Section Break)

Diversity

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

Gender Female

Race Hispanic-American

Physically Disabled No

(Section Break)

Acknowledgement of Terms I accept these terms.

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

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

February 22, 2021

Two year term expiring December 31, 2022

Member

_____ Veronica Dias

Vote for One

Signed: _____
Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00170

City Council

2/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jared Moore

SUBJECT:

APPOINTMENTS - WESTSIDE COMMUNITY REDEVELOPMENT BOARD

RECOMMENDATION:

That City Council reappoint Norman Baker, Douglas Baldwin, Sr., C. Marcel Davis, and James L. Gully to the Westside Community Redevelopment Board that is either a redevelopment area resident, member of an area neighborhood association or owner or operator of a business located in the redevelopment area, to a three year term expiring January 31, 2024.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Westside Community Redevelopment Board was established pursuant to the requirements of Florida Statute 163.2517(2)(a) and (b) regarding a neighborhood participation process that provides for the ongoing involvement of stakeholder groups in urban infill and redevelopment areas.

The Westside Community Redevelopment Board shall have the following authority and duties:

- (a) To prepare and recommend to the City Council five-year implementation plans for the implementation of the Westside Community Redevelopment Action Plan.
- (b) To prepare and recommend to the City Council an annual list of projects for funding from the Westside Community Redevelopment Trust Fund.
- (c) To monitor progress in the implementation of the Westside Community Redevelopment Plan and to make an annual report to the City Council on such progress.

The board shall consist of seven (7) members appointed by the City Council. One member shall be a member of City Council, and six (6) members shall be redevelopment area residents, members of area neighborhood associations or owners or operators of businesses located in the redevelopment area. No member shall be a paid employee of the City. Members of the board shall serve for terms of three (3) years or thereafter until their successors are appointed.

The following are incumbents that wish to be considered for reappointment:

<u>Nominee</u>	<u>Nominated by</u>
Norman Baker	Incumbent
Douglas Baldwin, Sr.	Incumbent
C. Marcel Davis	Incumbent
James L. Gulley	Myers, Incumbent

PRIOR ACTION:

City Council appoints members to this board every three (3) years.

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

- 1) Member List
- 2) Application of Interest - Norman Baker
- 3) Application of Interest - Douglas Baldwin, Sr.
- 4) Application of Interest - C. Marcel Davis
- 5) Nomination Form - James L. Gulley
- 6) Application of Interest - James L. Gulley
- 7) Resume - James L. Gulley
- 8) Ballot

PRESENTATION: No

Westside Community Redevelopment Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
Baker, Rev. Norman L.	Area Pastor	Council	0	2020	1/31/2021	4/12/2018	3	
Baldwin, Sr., Doug	Area Business Owner	Council	0	2020	1/31/2021	7/13/2017	3	
Davis (Pastor), C. Marcel	Area Pastor	Council	1	2020	1/31/2021	1/15/2015	3	
Gulley, James L.	Area Resident	Council	1	2020	1/31/2021	1/15/2015	3	
Perkins, Jimmie	Area Resident	Council	0	2020	1/31/2021	7/18/2019	3	
Robinson, Dianne	Area Resident	Council	1	2020	1/31/2021	1/15/2015	3	
Wiggins, Delarian	Council Member Rep	Council	0	2020	11/30/2022	12/10/2020	2	

Term Length: Three (3) Years

The Westside Community Redevelopment Board was established pursuant to the requirements of F.S. 163.2517(2)(a) and (b) regarding a neighborhood participation process that provides for the ongoing involvement of stakeholder groups in urban infill and redevelopment area. (Ordinance No. 33-14 adopted by Council on 9/11/14)

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 3

If yes, how long have you been a City resident? 6 years

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: West Side Redevelopment

Please list the reasons for your interest in this position: To assist with the redevelopment of my community

Do you currently serve on a board? Yes

If yes, which board(s)? WestSide

Do you currently hold a public office? No

If so, what office? *Field not completed.*

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

(Section Break)

Diversity

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

Gender Male

Race African-American

Physically Disabled No

(Section Break)

Acknowledgement of Terms I accept these terms.

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

Ericka Burnett

From: noreply@civicplus.com
Sent: Tuesday, January 12, 2021 12:32 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

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

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

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

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

(Section Break)

Personal Information

Name DOUGLAS BALDWIN SR

Home Address P.O. Box 1504
Gulf Breeze, FL 32562

Business Address 375 North Pace Blvd
Pensacola, Florida 32505

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

Preferred Contact Phone Number(s) 8503325974

Email Address pensacolaimprov@yahoo.com

Upload Resume (optional) *Field not completed.*

(Section Break)

Details

Are you a City resident? No

If yes, which district? *Field not completed.*

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

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: Westside Redevelopment Board

Please list the reasons for your interest in this position: The enhancement of residential and business growth on Pensacola's Westside consistent with community goals and opportunities.

Do you currently serve on a board? Yes

If yes, which board(s)? Westside Redevelopment Board

Do you currently hold a public office? No

If so, what office? *Field not completed.*

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

(Section Break)

Diversity

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

Gender Male

Race African-American

Physically Disabled No

(Section Break)

Acknowledgement of I accept these terms.
Terms

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

Ericka Burnett

From: noreply@civicplus.com
Sent: Thursday, January 14, 2021 1:39 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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(Section Break)

Personal Information

Name Pastor Marcel Davis

Home Address 4093 Cobia Street

Business Address 920 west government st

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

Preferred Contact Phone Number(s) 8505542286

Email Address adorationpastor@aol.com

Upload Resume (optional) *Field not completed.*

(Section Break)

Details

Are you a City resident? No

If yes, which district? *Field not completed.*

If yes, how long have you been a City resident? *Field not completed.*

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: West side CRA

Please list the reasons for your interest in this position: To help better our community

Do you currently serve on a board? Yes

If yes, which board(s)? Westside CRA

Do you currently hold a public office? No

If so, what office? *Field not completed.*

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

(Section Break)

Diversity

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Gender Male

Race African-American

Physically Disabled No

(Section Break)

Acknowledgement of Terms I accept these terms.

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CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Sherri Myers, do nominate James Gulley
(Nominee)

121 North L. Street (850) 429-9081
(Home Address) (Phone)
Pensacola, Fla. 32502

(Business Address)

(Phone)

jgulle4@gmail.com
(Email Address)

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

for appointment by the City Council for the position of:

**REDEVELOPMENT AREA RESIDENT, MEMBER OF AREA NEIGHBORHOOD ASSOCIATION,
OR OWNERS OR OPERATORS OF BUSINESS LOCATED IN THE REDEVELOPMENT AREA
WESTSIDE COMMUNITY REDEVELOPMENT BOARD
(Term expiring 01/31/2024)**

Provide a brief description of nominee's qualifications:

Mr. Gulley has ~~provided~~ ^{provided} much needed services
to the Westside CRA through his passion,
research, attention to project details
and experience with past and present
CRA projects in the Westside.

Sherri Myers
City Council Member

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

Erica L. Burnett
Erica L. Burnett, City Clerk

Ericka Burnett

From: noreply@civicplus.com
Sent: Wednesday, January 13, 2021 3:12 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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(Section Break)

Personal Information

Name James L. Gulley

Home Address 121 North L Street
Pensacola, FL 32502

Business Address N/A

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

Preferred Contact Phone Number(s) (850) 429-9081

Email Address jgulley4@gmail.com

Upload Resume (optional) [James LeByron Gulley-2020 \(2\).docx](#)

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 7

If yes, how long have you been a City resident? 16 years

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: Westside Community Redevelopment Board

Please list the reasons for your interest in this position: I wish to continue to serve the citizens of the Westside. The Westside is experiencing phenomenal growth and we need to balance our infrastructure needs accordingly.

Do you currently serve on a board? Yes

If yes, which board(s)? Westside Community Redevelopment Board

Do you currently hold a public office? No

If so, what office? N/A

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

(Section Break)

Diversity

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

Gender Male

Race Caucasian

Physically Disabled No

(Section Break)

Acknowledgement of Terms I accept these terms.

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

James LeByron Gulley

121 North "L" Street | Pensacola, FL 32502 | Mobile: 850.206.7302 | Email: jgulley4@gmail.com

PROFESSIONAL SUMMARY

- Strong leadership skills with the ability to work well with diverse groups of people in a team atmosphere
 - Excellent time management skills and able to handle multiple tasks while adhering to strict deadlines
 - Dependable with a strong work ethic and eager for an opportunity to learn new skills
-

EDUCATION

Troy State University – Florida Region, NAS-Pensacola, Florida

Master of Public Administration -Governmental Budgeting, Public Policy, Administrative Law and Research Methods

Leadership Activities and Affiliations-GPA 4.0

University of Alabama – Tuscaloosa, Alabama

Bachelor of Science in Education -Major in Mathematics; Minor in Chemistry

Major Subjects: Calculus, Differential Equations, Real Analysis, Applied Matrix Theory, Qualitative, Quantitative, Organic and Physical Chemistry

Faulkner State Junior College – Bay Minette, Alabama

A.A Degree

PROFESSIONAL WORK EXPERIENCE

George Stone Center - Pensacola, Florida

1992-2013

Teacher

- Taught and Assisted students in the ABE/VPI/GED lab
- Skills USA Advisor-Attended Regional, State and National Competitions

Pensacola High School – Pensacola, Florida

1972-1992

Teacher/Coach

- Taught General Math, Survey Math, Pre-Algebra, Algebra and Geometry
 - Developed Survey Math curriculum for use in all Escambia County High Schools
 - Head Soccer Coach, Assistant Soccer Coach, Key Club Sponsor, Football Statistician, Football Kicking Coach, and Stadium Manager
-

HONORS/AWARDS/MEMBERSHIPS

Member of Who's Who of the Gulf Coast 1989-1990

National Honor Society

High School Valedictorian

Boys State (Alabama)

Pensacola Navy League

"Chappie" James Museum-One Star

Escambia County History Fair-Judge

Who's Who in America's Junior Colleges

National Education Association-Lifetime Retired

Alabama National Alumni Association

Alabama Capstone Education Society

UWF Historic Trust-Conservator

Pensacola Heritage Foundation

ADDITIONAL SKILLS

Operating Systems: Windows XP/ Vista /7

Administrative: Typing, Data Entry, Filing, Customer Service



Ballot – Westside Community Redevelopment Board

February 22, 2021

Three year term ending January 31, 2024

***Redevelopment area resident, member of area neighborhood association,
or owner or operator of a business located in the redevelopment area***

_____ Norman Baker

_____ Douglas Baldwin, Sr.

_____ C. Marcel Davis

_____ James L. Gulley

Vote for Four

Signed: _____
Council Member



Memorandum

File #: 21-00180

City Council

2/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jared Moore

SUBJECT:

APPOINTMENT - WEST FLORIDA PUBLIC LIBRARY BOARD OF GOVERNANCE

RECOMMENDATION:

That City Council reappoint Bradley Vinson to the West Florida Public Library Board of Governance for a term of two years expiring February 28, 2023.

HEARING REQUIRED: No Hearing Required

SUMMARY:

This board is responsible for establishing policy, overseeing the library's finances, approving the library system's annual budget, and ensuring that adequate funds are available to finance the budget. The board also oversees the library director and is responsible for understanding the library's mission, programs, and services delivered to the community.

Nominee

Nominated by

Bradley Vinson

Incumbent

PRIOR ACTION:

City Council makes appointments to this board biennially.

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

- 1) Application of Interest - Bradley Vinson
- 2) Ballot

PRESENTATION: No

Ericka Burnett

From: noreply@civicplus.com
Sent: Sunday, January 31, 2021 9:42 PM
To: Ericka Burnett; Robyn Tice
Subject: [EXTERNAL] Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

THIS EMAIL IS FROM AN EXTERNAL EMAIL ACCOUNT

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(Section Break)

Personal Information

Name	Bradley Vinson
Home Address	1503 E Jackson St Pensacola, FL 32501
Business Address	West Pensacola Elementary 801 N 49th Ave Pensacola, FL 32506

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

Preferred Contact Phone Number(s)	850-292-7029
-----------------------------------	--------------

Email Address	boo_737@yahoo.com
---------------	--

Upload Resume (optional) *Field not completed.*

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 4

If yes, how long have you been a City resident? 17

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: West Florida Public Library Board of Governance

Please list the reasons for your interest in this position: I would like to continue to serve on this board for a second term.

Do you currently serve on a board? Yes

If yes, which board(s)? West Florida Public Library Board of Governance

Do you currently hold a public office? No

If so, what office? *Field not completed.*

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

(Section Break)

Diversity

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

Gender Female

Race Caucasian

Physically Disabled No

(Section Break)

Acknowledgement of Terms I accept these terms.

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

Ballot – West Florida Public Library Board of Governance

February 22, 2021

Two year term expiring February 28, 2023

Member

_____ Bradley Vinson

Vote for One

Signed: _____
Council Member



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00196

City Council

2/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Jennifer Brahier

SUBJECT:

REFERRAL TO THE PLANNING BOARD - PROPOSED AMENDMENT TO SECTION 12-6-6 (8) OF THE LAND DEVELOPMENT CODE

RECOMMENDATION:

That City Council refer to Planning Board for review and recommendation a proposed amendment to the Land Development Code Section 12-6-6 (8).

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City of Pensacola has a long history of prioritizing the protection of trees and recognizes their value as both an environmental and aesthetic amenity. To demonstrate the City's commitment to being a steward of the environment, the City of Pensacola created and codified tree/landscape regulations that provide protection of trees throughout the City of Pensacola. These regulations provide guidance to both community members and developers, the permitting process for which they can have the trees removed and provide enforcement authority to the City for failure to comply.

While there are protections for heritage trees, there is also an opportunity to protect more than just the trees by including Sensitive Protected Natural Resources which would include not only trees, their dripline and areas such as wetlands. These proposed amendments encompass the circumstance where there is a lot split for single family and duplex use; stating that the "land" shall be evaluated to determine whether a lot split will have a negative effect on any sensitive protected natural resource, including but not limited to heritage trees. This language will help ensure that the totality of the circumstances are reviewed in a view to protect the land, including heritage trees.

PRIOR ACTION:

February 11, 2020 - City Council approved, on first reading, other proposed amendments to Section 12-6 - Tree and Landscape Regulations of the Land Development Code.

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed Amendments to Section 12-6-6 (8) of the Land Development Code

PRESENTATION: No

(8) Sensitive Protected Natural Resources, including but not limited to, Heritage trees.

No person or agency shall cut, remove, prune or in any way damage any heritage tree in any zoning district without first obtaining approval of a landscape and tree protection plan per section 12-6-4 for new development sites or a permit from the City's designated arborist as specified in section 12-6-7 for developed property; provided, however, that currently occupied residential property may qualify for removal or pruning of a heritage tree without incurring the cost of a permit so long as documentation of danger to person or property has been submitted to the City's designated arborist in advance of removal. For purposes of this provision, "documentation" means a completed two-page Tree Risk Assessment Form, which should be completed according to the standards found within Best Management Practices: Tree Risk Assessment, Second Edition, by E. Thomas Smiley, Nelda Matheny, and Sharon Lilly, and distributed by the International Society of Arboriculture Society; further, consistent with ISA standards and tree risk assessment, a tree or tree part is a "danger" when two conditions exist: 1) the failure of the tree part or of the tree is imminent or impact is likely, and 2) the consequences of that failure are high or extreme. In the case of lot splits for single family and duplex uses, the land shall be evaluated to determine whether the lot split will have a negative effect on any sensitive protected natural resources, including but not limited to, heritage tree(s). A tree survey shall be provided to the Planning Services department along with the lot split application, and the size of proposed lots shall be evaluated for the purpose of ensuring that a lot split will not require the removal of any heritage tree or have a negative effect on sensitive protected natural resources as a result of that lot split



Memorandum

File #: 21-00130

City Council

2/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

DEVELOPMENT OF COMMUNITY MARITIME PARK PARCELS (LOTS 3 THROUGH 9)

RECOMMENDATION:

That City Council award a contract to Kuhn Realty, LLC, with Andrew Rothfeder as the agent, for the real property services related to the development of the remaining seven (7) private development parcels at Community Maritime Park. Further, that City Council authorize the Mayor to execute the contract.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City owns the remaining undeveloped Community Maritime Park lots (3 through 9). On April 1, 2018, the City and Studer Properties, LLP, entered into a Lease Option Agreement that originally was set to expire on March 31, 2020. An Addendum to the Option Agreement, effective April 1, 2020, extended the term of the original agreement to March 31, 2021. Thereafter, the City allowed Studer Properties to assign its rights and responsibilities under the Option Agreement via three (3) Partial Assignments of Option Agreement to: Valencia Development Corporation, Inspired Communities of Florida, LLC, and Silver Hills Development, Inc. Those Partial Assignments went into effect on October 9, 2020 and expire on March 31, 2021.

The City desires to engage a professional consultant to assist and advise it in the negotiations with each of the three Developers for revised option agreements and ground leases or, if the City Council approves such, sales of the parcels. Per Section 2-3-4 Code of City Ordinances and Ordinance #25-20, the City has evidenced the will of the citizens to retain ownership of all parcels at the Community Maritime Park.

This agreement will provide for the real property services related to the development of the remaining seven (7) private development parcels. The scope of services shall include:

1. Research, analysis, and strategy for the creation of business terms and deal structure for option agreements and ground lease (or sale) terms between the City and the private developers.
2. Participation with the City in negotiations with identified Developers to arrive at mutually acceptable terms and agreements.

3. Serving as City's representative to enforce compliance with agreements throughout the Option Term, up to and including a lease, development agreement, or equivalent. This includes, but is not limited to:
 - a. Ensuring projects are developed that adhere to all applicable design standards and to the West Main Master Plan, created by DPZ CoDesign and Speck & Associates and dated November 24, 2019, and including the design guidelines dated November 21, 2019, and the project report dated November 24, 2019.
 - b. Ensuring compliance with time periods and payments.
 - c. Ensuring compliance with diversity and community covenant standards as set by the Mayoral Policy #20-01, Covenant with the Community.
 - d. Ensuring compliance with the design, construction, and ultimate operational goals of the City regarding the shared parking facility.
 - e. Serving as City's "Owner's representative" throughout the process, being a liaison, and providing coordination between the City, the Developers, and other consultants.

In consideration of the services provided, the Consultant will be entitled to a fee for services equal to four percent (4%) of the total base rent to be paid under any new lease entered during the Term. The Consultant's Fee is subject to a maximum cap of \$750,000.00 regardless of the number of leases entered. The Consultant will be entitled to the Consultant's Fee as described or a flat fee of \$160,000.00 to be paid at the expiration of this Contract if no leases are executed, whichever amount is greater.

PRIOR ACTION:

February 11, 2021 - City Council postponed this item until the February 25, 2021 Council Meeting.

FUNDING:

Budget: \$ 362,213

Actual: The maximum earned under this contract is \$750,000. These funds will be paid from previous option payments made by Studer Properties (\$362,213), with the remainder to be paid from the first lease payments made by any development agreements made on the parcels remaining in the Community Maritime Park.

FINANCIAL IMPACT:

The cost of this contract will range from \$160,000 to \$750,000. The entire contract will be paid by funds currently in the Community Maritime Park Fund and funds that will be due to the Community Maritime Park Fund under any approved lease agreements. Total payments under this contract will be due upon approval of any lease agreements on the lots remaining in the Community Maritime Park. They will be paid first from the options currently accrued, then the first lease payments due under the lease agreements. Should the costs exceed the currently budgeted amount of \$362,213 a supplemental budget resolution will be brought before City Council to appropriate the new lease payments.

CITY ATTORNEY REVIEW: Yes

1/27/2021

STAFF CONTACT:

Keith Wilkins, City Administrator

ATTACHMENTS:

- 1) Kuhn Realty CMP contract

PRESENTATION: No

CONTRACT FOR BROKERAGE SERVICES
BETWEEN CITY OF PENSACOLA AND
KUHN REALTY, LLC

THIS CONTRACT (“Contract”) is made this ____ day of _____, 2021, to be effective as of December 16, 2020 (the “Effective Date”), by and between the **City of Pensacola** (“City”), a Florida municipal corporation created and existing under the laws of the State of Florida, and **Kuhn Realty, LLC** (“Consultant”), a limited liability company authorized to do business in Florida, located at 1216 North Palafox St., Pensacola, Florida 32501 (the City and Consultant are collectively referred to hereinafter as the “Parties”).

WITNESSETH:

WHEREAS, City is the owner of those certain vacant parcels of land more particularly described on the attached **Exhibit “A”** (the “Lots” described in the description on Exhibit “A” are referred to hereinafter individually as a “Parcel”, and collectively as the “Parcels” or the “Property”);

WHEREAS, the City and Studer Properties, LLP, a Florida limited liability partnership (“Studer”), entered into that certain Option Agreement dated April 1, 2018, as amended by Addendum to Option Agreement dated April 1, 2020 (the “Option Agreement”);

WHEREAS, Studer has assigned its rights in the Option Agreement by way of three (3) Partial Assignments of Option Agreement (hereinafter the “Partial Assignments”) to the following parties: Valencia Development Corporation, Inspired Communities of Florida, LLC, and Silver Hills Development, Inc., their successors and/or assigns (hereinafter each referred to as a “Developer”, and collectively the “Developers”);

WHEREAS, City desires to engage a professional consultant to assist and advise it in the development of the Parcels at the Community Maritime Park (the “Project”), including without limitation negotiations with the Developers for ground leases(s), development agreements, and/or other agreements, and other services that the Parties may mutually agree upon;

WHEREAS, the City has evidenced the will of the citizens to retain ownership of all parcels at the Community Maritime Park through the adoption of section 2-3-4, Code of City of Pensacola, and Ordinance #25-20;

WHEREAS, Consultant has the skills, experience, and knowledge to assist the City in the Project and submitted to the City a statement of work, insurance requirements, and other information related to the consulting services requested (all such documentation hereinafter referred to as the “Proposal”), attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, the Parties desire to enter into this Contract.

NOW, THEREFORE, in consideration of the work to be performed and the payment for the performance of the work, and of the mutual covenants contained herein and the mutual benefits to flow each unto the other, and for other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties agree as follows:

Section 1. Recitals. The recitals contained above are declared by the Parties to be true and correct and are incorporated into this Contract.

Section 2. Consultant's Appointment and Services. City appoints Consultant as a consultant and advisor to the City with respect to the Project. Consultant's services include, generally, all work and services described in, and in accordance with, the Proposal. Consultant hereby accepts such appointment and agrees to diligently use commercially reasonable efforts in the performance of its duties and functions described in this Contract. Consultant agrees to apply prudent, reasonable, and suitable business practices in the performance of its duties hereunder and shall exercise that degree of skill, competence, quality and professional care rendered by reputable and comparably credentialed companies performing the same or similar type of services. Consultant is an independent contractor of the City and this Contract shall not be construed to create any association, employment or any express or implied agency relationship. City acknowledges that Consultant is neither a design professional nor a contractor. The Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of this Contract.

Section 3. Fiduciary Relationship and Duties Owed to City.

3.1 Consultant, Consultant's Managing Member, Consultant's agent, Andrew Rothfeder, and the City expressly acknowledge that the Consultant, through its agent, is performing the services provided by this Contract pursuant to a fiduciary relationship in which the City is dependent upon the Consultant to render consulting and negotiating services with third parties on behalf of the City, and the Consultant agrees to accept the undertaking to protect and benefit the interests of the City. In performing such services, the Consultant shall, at all times, extend the following duties to the City:

- a. Dealing honestly and fairly, avoiding conflicts of interest and self-dealing;
- b. Loyalty to the City as its exclusive client in all related transactions;
- c. In all situations related to this engagement, acting exclusively in the best interests of the City;
- d. Confidentiality, including the duty to refrain from disclosing information received from the City when specifically directed to refrain from disclosure;
- e. Adherence to all directions given to the Consultant by the City;
- f. Full disclosure of material information;
- g. Skill, care, and diligence in the transaction;
- h. Presenting all offers and counteroffers in a timely manner, unless previously directed otherwise in writing; and
- i. Disclosing all known facts and circumstances that materially affect the interests of the City in the transaction.

These duties shall be performed to the standard of conduct of one who is in a position of trust and is responsible for the interests of another party.

3.2 Consultant specifically is not authorized to enter into any lease on behalf of City or to make any representations or commitments on behalf of City. Consultant agrees that Consultant shall act solely as City's single agent and broker and not as a transaction agent or broker, a lessee's agent or broker, or a joint agent or broker. Further, Consultant shall be compensated only as provided in this Contract and shall not seek, receive, accept, or agree to accept any compensation or reimbursement from any Developer, lessee, potential lessee, or any other third party except as specifically authorized by this Contract or consented to in writing by the City with approval of City Council.

Section 4. Term. The term of this Contract shall commence on the Effective Date of this Contract and shall end on March 31, 2022. However, this Contract may be terminated for convenience by either party by providing no less than thirty (30) days written notice to the other party of the intent to terminate this Contract.

Section 5. Consultant Fee and Payment.

5.1 The Consultant agrees to perform all work and services in Section 2 and to furnish all necessary labor, materials, equipment, machinery, tools, apparatus, and means of transportation related to such work and services at Consultant's sole cost and expense. In consideration of the services provided, Consultant shall be entitled to a fee for Consultant's services ("Consultant's Fee") equal to four percent (4%) of the total base rent to be paid under any new lease entered into during the Term (including any rent escalations but excluding any common area maintenance charges and any other amounts payable by lessee) for the time period commencing on the date that rent first becomes due and payable under the lease and ending on the earlier of (a) the last day of the initial term of the lease or (b) twenty-five (25) years after the initial rent commencement date. Consultant's Fee is subject to a maximum cap of \$750,000.00 regardless of the number of leases entered.

5.2 Consultant's Fee shall be deemed earned if and when, during the Term, (a) a lease is entered into between City and the Developer upon terms and conditions acceptable to City in its sole and absolute discretion, and (b) any due diligence, inspection, or similar time period that would permit the lessee to terminate the lease has expired without the lease having been terminated. City's obligation to pay Consultant's Fee shall continue if City enters into a lease with Developer within one hundred twenty (120) days following the expiration or termination of this Contract.

5.3 Upon the full execution of a lease with a Developer and the expiration of any due diligence period as described in subsection 5.2, the City will remit to the Consultant as payment of the Consultant's Fee an amount up to or equal to the total amount of option payments collected from that Developer and not otherwise encumbered or allocated until the Consultant's Fee for that Developer is paid in full. If there remains an amount owed by the City to the Consultant for the Consultant's Fee, then for each year of the lease thereafter, on or within thirty (30) days of the anniversary date of the execution of the lease, the City will remit an amount up to or equal to the base rent revenue received from the lessee of that lease to the Consultant payment towards the remainder of the Consultant's Fee until the Consultant's Fee is paid in full. For each and every payment described in this Consultant, Consultant shall submit to the City an invoice no less than twenty days prior to the payment due date.

5.4 Consultant will be entitled to (a) the Consultant's Fee as described above in subsections 5.1 through 5.3 or (b) a flat fee of \$160,000.00 to be paid at the expiration of this Contract as extended by the one hundred twenty-day time period described above in subsection 5.2, whichever amount is greater.

5.5 It is understood and agreed to by the Parties that the City via City Council, the governing body, has made known its intentions to not sell property located south of Main Street between the Pensacola Bay Bridge and A Street absent exigent circumstances expressly declared to exist by the City Council (section 2-3-4, Pensacola Code), and further, the City Council has enacted Ordinance 25-20, declaring certain City-owned properties to be sensitive properties, including properties that are waterfront or that have a waterview, that require additional procedures before the City can consider selling or otherwise disposing of the City's rights in the real property. Nevertheless, should the City decide to sell all or part of the Project parcels, Consultant will be entitled to four percent (4%) of the sales price in full satisfaction of its fee obligation from the City payable upon the sale of the parcel(s).

Section 6. Performance Schedule. Intentionally deleted.

Section 7. Necessary Approvals. Consultant shall maintain any professional licenses required to act as a broker or consultant consistent with the scope of work described in this Contract.

Section 8. No Waiver. No waiver, alterations, consent or modification of any of the provisions of this Contract shall be binding unless in writing, approved by the City Council or Mayor, whichever is determined appropriate by the City Attorney in her/his sole opinion, and executed by all Parties.

Section 9. Governing Law. This Contract is governed and construed in accordance with the laws of the State of Florida. The law of the State of Florida shall be the law applied in the resolution of any claim, actions or proceedings arising out of this Contract.

Section 10. Venue. Venue for any claim, actions or proceedings arising out of this Contract shall be Escambia County, Florida.

Section 11. No Discrimination. Consultant shall not discriminate on the basis of race, creed, color, national origin, sex, age, or disability, in the performance of this Contract.

Section 12. No Other Agreements. The Parties agree Contract, and any subsequent amendments, modifications and/or addendums entered into among the Parties from time to time, contain all the terms and conditions agreed upon by the Parties. No other agreements, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either Party.

Section 13. Remedies for Failure to Perform or Breach of Contract/Dispute Resolution.

13.1 Remedies. The City reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the Consultant, and the failure of the City to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy. The Consultant reserves the right to seek all remedies available under law in the event of a failure to perform or other breach of this Contract by the City, and the failure of the Consultant to employ a particular remedy shall not be regarded by the Parties as a waiver of that or any other available remedy.

13.2 Initial Meeting and Mediation. In the event of any claim, dispute, or other matter arising out of or relating to this Contract, the Parties shall attempt to resolve the dispute informally by meeting and conferring. The person representing a party at such meeting shall have absolute authority to resolve any dispute without further consultation. Any resolution of any aspects of the dispute shall be memorialized in writing.

13.3 Proceedings. In the event that issues remain unresolved after the processes described in Section 13.2, the Parties may seek all remedies available under law to resolve the remaining issues.

Section 14. Termination for Convenience. The City or Consultant may terminate this Contract without cause upon thirty (30) days' prior written notice to the other Party. If terminated pursuant to this section, Consultant shall be entitled to payment of all charges incurred prior to the date of termination and consistent with the provisions of subsection 5.2 of this Contract.

Section 15. Public Records Act. The Parties acknowledge that the Florida Public Records Act requires that contractors entering into contracts for services with public agencies and who are acting on behalf of the public agency are required to adhere to the provisions of Section 119.0701, *Florida Statutes*. The Parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to

public records. The Parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment A attached hereto and incorporated by reference.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed and sealed the day and year first above written.

CONSULTANT:

CITY OF PENSACOLA, FLORIDA

KUHN REALTY, LLC

By: _____
Name: Larry Kuhn
Title: Manager

Mayor, Grover C. Robinson, IV

Witness:

City Clerk, Ericka L. Burnett

Printed name: _____

Approved as to Substance:

Department Director

Legal in form and valid as drawn:

Susan A. Woolf, City Attorney

Acknowledgement:

I hereby acknowledge and agree that I am acting as an agent for Kuhn Realty, LLC.

Andrew Rothfeder, Agent and in his individual capacity

Attachment A

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

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

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

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

EXHIBIT "A"

PROPERTY

The land referred to herein below is situated in the County of Escambia, State of Florida, and is described as follows:

Lots 3, 4, 5, 6, 7, 8 and 9 of VINCE WHIBBS SR. COMMUNITY MARITIME PARK, according to the Plat thereof as recorded in Plat Book 19, Page(s) 23 and 23A, of the Public Records of Escambia County, Florida.

EXHIBIT “B”

PROPOSAL

Andrew E. Rothfeder, as the agent for KUHN REALTY LLC, will perform real property services related to the development of the remaining seven (7) private development parcels at the Community Maritime Park. The scope of services shall include:

1. Research, analysis and strategy for creation of business terms and deal structure for option agreements and ground lease (or sale) terms between the City and the private developers.
2. Participation with the City in negotiations with identified Developers to arrive at mutually acceptable terms and agreements.
3. Serving as City’s representative to enforce compliance with agreements throughout the Option Term, up to and including a lease, development agreement, or equivalent. This includes, but is not limited to:
 - a. Ensuring projects are developed that adhere to all applicable design standards and to the West Main Master Plan, created by DPZ CoDesign and Speck & Associates and dated November 24, 2019, and including the design guidelines dated November 21, 2019 and the project report dated November 24, 2019.
 - b. Ensuring compliance with time periods and payments.
 - c. Ensuring compliance with diversity and community covenant standards as set by the Mayoral Policy #20-01, Covenant with the Community.
 - d. Ensuring compliance with the design, construction, and ultimate operational goals of the City regarding the shared parking facility.
 - e. Serving as City’s “Owner’s representative” throughout the process, being a liaison, and providing coordination between the City, the Developers, and other consultants.

Robyn Tice

From: Don Kraher
Sent: Monday, February 22, 2021 11:15 AM
To: Jared Moore; Ann Hill; Sherri Myers; Jennifer Brahier; Casey Jones; Teniade Broughton; Delarian Wiggins
Cc: Elaine Mager; Sonja Gaines; Ericka Burnett; Robyn Tice; Melanie Kruszona
Subject: FW: Community Maritime Park Revenue
Attachments: Lots at Maritime Park.pdf

Please find attached information supplied by the Finance Director at the request of a fellow Council Member.

Respectfully,

Don Kraher
Council Executive
Office of the City Council
222 W. Main Street
Pensacola, FL 32502
(850) 435-1686 – Office
(850) 384-6363 – Cell



City of Pensacola

From: Amy Lovoy <alovoy@cityofpensacola.com>
Sent: Thursday, February 18, 2021 2:45 PM
Cc: Melanie Kruszona <MKruszona@cityofpensacola.com>; Don Kraher <DKraher@cityofpensacola.com>; Elaine Mager <EMager@cityofpensacola.com>; Keith Wilkins <KWilkins@cityofpensacola.com>; Kerrith Fiddler <KFiddler@cityofpensacola.com>; Deana Stallworth <DeStallworth@cityofpensacola.com>; Laura Picklap <lpicklap@cityofpensacola.com>; Dick Barker Jr <RBarker@cityofpensacola.com>
Subject: RE: Community Maritime Park Revenue

Attached please find all of the revenues generated from each lot at the CMP from FY18 – FY21. I'm afraid the City only took over the finances from the CMPA in FY18. Please note that the amount listed for property taxes for lots 1 and 2 only represent the property taxes that came to the CRA (in other words just the City and County portion). It does not include the amounts for the School Board, the Library or the Water Management District.

Your memory is very correct. In 2015 Brantley & Associates was commissioned to provide assessments on the remaining undeveloped lots (3 – 9) at CMP to establish both the value of the lots if sold as well as the market lease rates if vacant. Also attached is a summary of their findings.

Lastly, there is a summary of all of the property taxes generated on Lots 1 and 2 at CMP.

I do have estimates of the revenues that would be generated for the City if Lots 4, 5 and 7 were developed since we have proposals from developers for those lots. However, since these are still in negotiation, the numbers will change drastically. As soon as we firm term sheets to bring forward, I will provide the revenues and cash flow to the City ASAP.

Please let me know if you need anything else.

Sent: Monday, February 15, 2021 11:46 AM

To: Amy Lovoy <alovoy@cityofpensacola.com>

Cc: Melanie Kruszona <MKruszona@cityofpensacola.com>; Don Kraher <DKraher@cityofpensacola.com>; Elaine Mager <EMager@cityofpensacola.com>

Subject: Community Maritime Park Revenue

Can you give me the income each developed parcel of the CMP has generated for the past 5 years? (Fewer years if that's too cumbersome.)

I would like a breakdown of property taxes, lease payments, etc. for each parcel - with a total for each year and for five years.

I know that the vacant parcels were appraised some years ago (2012?).

Would you be able to project an estimated lease fee on each remaining parcel based on that appraisal? (Lots 3, 4, 5, 6, 7, 8 and 9)

If there is any way you could give an estimate of what the lease plus property tax annual income would be if parcels were built out by the three companies that have plans for this, it would be very helpful as well.

I found this online from 2015 if that helps: Applying the rent and common area maintenance fee formula used on the Maritime Place and One51 Main parcels, (rent at 7.25 percent, fees at 0.75 percent of the 2012 appraised values of the property), rent and fees on Parcels 4, 7 and 8 should total \$514,400 a year. Property taxes due on those would total some \$800,000. (<https://www.studeri.org/blog/studer-proposal-takes-maritime-park-back-to-its-roots>)

I believe that some of the income goes to the city, some to the CRA, some to the school board and some to water improvement.

Can you give me an annual summary of CMP payments to each of these categories for the past 5 years and the total of the five years?

If I've missed asking for any other info that would be helpful, please feel free to supply that as well.

**Current
Revenues Generated from Lots
Community Maritime Park**

Lot	Description	Actual 2018	Actual 2019	Actual 2020	Estimated 2021
1 Maritime One					
	Lease	46,221.96	46,221.96	46,221.96	46,222.00
	Property Tax	29,441.53	30,635.15	32,514.07	33,456.67
	CAM *	3,971.64	3,971.64	3,971.64	3,971.64
	Total Lot 1	\$79,635.13	\$80,828.75	\$82,707.67	\$83,650.31
2 Maritime Place					
	Lease	100,245.20	100,245.20	107,262.36	100,778.00
	Property Tax	97,734.89	100,698.50	105,107.82	108,901.36
	CAM *	10,370.28	10,370.28	11,096.16	14,300.00
	Total Lot 2	\$208,350.37	\$211,313.98	\$223,466.34	\$223,979.36
3					
	Option	0.00	5,371.60	3,305.60	1,239.60
	Property Tax	0.00	0.00	0.00	0.00
	Total Lot 3	\$0.00	\$5,371.60	\$3,305.60	\$1,239.60
4					
	Option	0.00	54,724.80	33,676.80	12,628.80
	Property Tax	0.00	0.00	0.00	0.00
	Total Lot 4	\$0.00	\$54,724.80	\$33,676.80	\$12,628.80
5					
	Option	0.00	35,799.40	22,030.40	8,261.40
	Property Tax	0.00	0.00	0.00	0.00
	Total Lot 5	\$0.00	\$35,799.40	\$22,030.40	\$8,261.40
6					
	Option	0.00	17,243.20	10,611.20	3,979.20
	Property Tax	0.00	0.00	0.00	0.00
	Total Lot 6	\$0.00	\$17,243.20	\$10,611.20	\$3,979.20
7					
	Option	0.00	34,499.40	21,230.40	7,961.40
	Property Tax	0.00	0.00	0.00	0.00
	Total Lot 7	\$0.00	\$34,499.40	\$21,230.40	\$7,961.40
8					
	Option	0.00	40,463.80	24,900.80	9,337.80
	Property Tax	0.00	0.00	0.00	0.00
	Total Lot 8	\$0.00	\$40,463.80	\$24,900.80	\$9,337.80
9					
	Option	0.00	8,096.40	4,982.40	1,868.40
	Property Tax	0.00	0.00	0.00	0.00
	Total Lot 9	\$0.00	\$8,096.40	\$4,982.40	\$1,868.40

* Common Area Maintenance

**Brantley Appraisal Report
of Values on Lots at the Community Maritime Park**

Lot	Acreage	Purchase Price	Low Risk Tenant			Moderate Risk Tenant			High Risk Tenant		
			30 Years Ground Rent	60 Years Ground Rent	90 Years Ground Rent	30 Years Ground Rent	60 Years Ground Rent	90 Years Ground Rent	30 Years Ground Rent	60 Years Ground Rent	90 Years Ground Rent
3	0.26	\$450,000	\$20,250	\$22,500	\$24,750	\$24,750	\$27,000	\$29,250	\$29,250	\$31,500	\$33,750
4	3.02	4,600,000	207,000	230,000	253,000	253,000	276,000	299,000	299,000	322,000	345,000
5	1.74	3,000,000	135,000	150,000	165,000	165,000	18,000	195,000	195,000	210,000	225,000
6	0.84	1,450,000	65,250	72,500	79,750	79,750	87,000	94,250	94,250	101,500	108,750
7	1.48	2,900,000	130,500	145,000	159,500	159,500	174,000	188,500	188,500	203,000	217,500
8	1.75	3,400,000	153,000	170,000	187,000	187,000	204,000	221,000	221,000	238,000	255,000
9	0.39	680,000	30,600	34,000	37,400	37,400	40,800	44,200	44,200	47,600	51,000

**Property Taxes Collected
at the Community Maritime Park**

Lot 1	2017	2018	2019	2020	2021
County	\$17,479.33	\$17,861.72	\$18,585.87	\$19,725.78	\$20,297.64
Schools	18,164.87	17,900.86	18,190.60	18,126.82	18,185.51
City	11,331.91	11,579.81	12,049.28	12,788.29	13,159.03
Water Management	96.69	95.30	94.95	97.48	95.41
Library	948.40	969.15	1,008.44	1,070.29	1,101.31
Total Lot 1	\$48,021.20	\$48,406.84	\$49,929.14	\$51,808.66	\$52,838.90
Lot 2					
County	\$59,039.23	\$59,294.23	\$61,092.21	\$63,767.27	\$66,068.76
Schools	61,354.76	59,424.18	58,400.70	58,240.09	59,193.77
City	38,275.34	38,440.66	39,606.29	41,340.55	42,832.60
Water Management	326.58	316.34	312.09	315.15	310.55
Library	3,203.37	3,217.20	3,314.76	3,459.90	3,584.78
Total Lot 1	\$162,199.28	\$160,692.61	\$162,726.05	\$167,122.96	\$171,990.46



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00161

City Council

2/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AMENDMENT NO. 1 TO LEASE WITH MARITIME ONE, LLC

RECOMMENDATION:

That City Council approve Amendment No. 1 to the Ground Lease with Maritime One, LLC, providing for the partial deferral and repayment of their lease obligations. Further, that City Council authorize the Mayor to take all actions necessary to execute and administer the amendment.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Maritime One, LLC is the leaseholder for the developed Lot 1 of the Community Maritime Park (CMP) and manage a multi-story, mixed-use building. In April 2020, managing member Justin Beck contacted the City administration requesting a rent deferral due to the adverse economic conditions resulting from the COVID-19 pandemic. Due to the delayed impact to revenue collection and expected long-term ongoing recovery to the rental market, the request was for a partial deferment over a longer period than the 3-month total lease deferment offered to non-airport, non-port leases in the summer of 2020.

The Maritime One lease was initiated in June 2013 and currently expires in May 2069 under the CMP Master lease terms. The lease has an auto-increase of 7% after the first ten years and 7% every five years until expiration. In December 2020, after discussion and negotiation of a longer deferment, Maritime One and City staff settled on a \$500 reduction per month in rent due for 36 months, with repayment of the deferred \$18,000 amortized at 4% interest over the remaining 45+ years of lease payments. No other terms of the lease are to be affected by this deferment, including auto-increases and payment of common area maintenance (CAM) fees.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

The City's financial impact will be minimal, as the terms of the Amendment require the deferred amount to be repaid with interest.

CITY ATTORNEY REVIEW: Yes

2/5/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Amendment to Maritime One Lease - draft

PRESENTATION: No

AMENDMENT NO. 1
TO GROUND LEASE BETWEEN THE CITY OF PENSACOLA AND
MARITIME ONE, LLC

THIS AMENDMENT No. 1 (“Amendment No. 1”) to the Ground Sublease (“Ground Lease”) between the City of Pensacola dated June 25, 2013 (“Original Agreement”), effective this _____ day of _____, 202_, is made by and between the City of Pensacola (“City”), a municipal corporation of the State of Florida with the business address of 222 W. Main Street, Pensacola, Florida 32502 and Maritime One, LLC (“Lessee”), a Florida limited liability corporation whose address is 89 South Alcaniz Street, Pensacola, Florida 32502.

RECITALS

WHEREAS, the City owns the property which is subject to the Original Agreement between the Parties and, by the Original Agreement, has leased said property to Lessee pursuant to the Ground Sublease dated June 25, 2013; and

WHEREAS, the City has offered to its commercial lessees the opportunity to request and receive a lease payment deferral due to the adverse economic conditions created by the COVID-19 pandemic, and the Lessee has requested the consideration of such an opportunity; and

WHEREAS, the City has agreed to enter into this Amendment No. 1 to the Ground Lease in order to provide the Lessee with a deferral of a portion of the lease payment obligations set forth in the Ground Lease, with repayment of the deferred portion of the lease payments to occur as specified in this Amendment No. 1.

NOW, THEREFORE, for and in consideration of the premises, the mutual covenants and conditions hereafter set forth, and for other good and valuable consideration the sufficiency and delivery of which is hereby acknowledged, the Lessee and the City agree as follows:

1. Recitals: The foregoing recitals are true and correct and are hereby incorporated herein by reference. Capitalized terms in this Amendment No. 1 shall have the respective meanings assigned to them in the Original Agreement unless another meaning is hereby intended by the terms of this Amendment No. 1.

2. Upon approval by the City of Pensacola, this Amendment No. 1 to the Original Agreement shall be effective January 1, 2021, and shall be retroactively applied to that date (the "Effective Date").
3. Upon the Effective Date, Section 6 (a) of the Original Agreement, pertaining to Rent and CAM Charges, shall be amended to add the following provisions to the existing text:

Temporary Partial Deferment of Rent. Commencing January 1, 2021, the monthly lease payment to the City of \$4,475.60, shall be reduced by \$500.00 per month for 36 months, with no reduction in the required CAM fees to be paid, with the result that the monthly rent payment shall be reduced for 36 months to the amount of \$3,975.60 per month. At the end of the 36-month partial deferment period on December 31, 2023, the total \$18,000 of rent reduction shall be paid to the City in monthly payments as amortized over the remaining years of the initial lease term, 46 years, at 4% interest. This repayment will commence on January 1, 2024. The City will invoice the Lessee this interest separately and annually for clarity and accounting purposes. For clarity and in the avoidance of doubt, this will result in an approximately \$70.00 per month increase in monthly rent commencing on January 1, 2024, for the remaining period of the initial term of lease.

4. All other terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Original Agreement on the date first above written.

CITY OF PENSACOLA, FLORIDA

 Mayor, Grover C. Robinson, IV

Witness/Attest:

Witness:

 City Clerk, Ericka L. Burnett

 Print name: _____

Approved As To Substance:

Department Director/Division Head
Legal in form and valid as drawn:

Susan A. Woolf, City Attorney

MARITIME ONE, LLC
a Florida Limited Liability Company

By: _____
Justin A. Beck, Managing Member

Witness: _____

Witness: _____

Printed name: _____

Printed name: _____

DRAFT

Robyn Tice

From: Don Kraher
Sent: Friday, February 19, 2021 12:06 PM
To: Jared Moore; Ann Hill; Sherri Myers; Jennifer Brahier; Casey Jones; Teniade Broughton; Delarian Wiggins
Cc: Elaine Mager; Sonja Gaines; Ericka Burnett; Robyn Tice; Melanie Kruszona
Subject: FW: Agenda Item - Amendment to Maritime One Lease
Attachments: Lease Deferral Program application.pdf

Council President and Members of City Council

A fellow Council Member posed some questions regarding Item #13 – Amendment No. 1 to Lease with Maritime One, LLC

Below you will find responsive information from Deana Stallworth. While the initial questions are not included, this should provide further information to assist you.

Respectfully,

Don Kraher
Council Executive
Office of the City Council
222 W. Main Street
Pensacola, FL 32502
(850) 435-1686 – Office
(850) 384-6363 – Cell



City of Pensacola

From: Deana Stallworth <DeStallworth@cityofpensacola.com>
Sent: Friday, February 19, 2021 11:40 AM
Subject: Agenda Item - Amendment to Maritime One Lease

Hi everyone,

Based on the questions raised yesterday from a [Council Member](#), I have the following responses with attachments:

a. The notice that went out to all the city's commercial leases.

- Please see the attached Lease Deferral Program application. This was sent to pertinent leaseholders early into the pandemic, allowing them to pay back up to 3 months of deferred lease payments over the course of the next 12 months at no interest. Only 3 applications were received – Gulf Coast Tennis Group, Get a Grip, and Pitt Slip. Two of those groups opted out early by paying back the deferred amount sooner (Get a Grip) or by not taking the approved deferment by continuing to pay their normal amount (Pitt Slip).

b. Any documents that define the metrics being used to determine hardship or necessity.

- I am not aware of any documents used to determine hardship or necessity outside of their completion of the Lease Deferral Application. With the pandemic affecting so many in numerous ways, it may have been understood that everyone was experiencing hardship of some sort. Also, since this was not a grant or gift but a deferment with a repayment requirement, it may not have felt necessary to establish such metrics and take the chance of denying someone who may have just needed short term assistance with cash flow.

c. A copy of the request from Justin Beck requesting a reduction in the lease fee and the justification of the reduction.

- Below are direct excerpts from emails received from Mr. Beck. He did receive a copy of the deferral application (which started this endeavor) but determined a three-month deferral with almost immediate payback to be insufficient for his long term recovery needs in commercial realty. Originally, he requested a 90-day deferment with 90 days added to the end of the lease, but ultimately determined that to be not sufficient. The Mayor and staff met with Mr. Beck on December 15, 2020 to further discuss the issue and ultimately arrived at the 3-year partial rent deferral plus repayment with interest, as outlined in the amendment.

Excerpts:

".. our business is a bit different from a retail business that can point to a specific percentage drop in revenue over the last three weeks. Since, as you know, commercial real estate transactions take several months to complete, our revenue might not show a large drop in March, and we wont know the depth of the effects of Aprils revenue until the month is over. If you'd like I can send you a list of transactions cancelled or extended indefinitely? I can assure you, that because the real estate business is at a standstill, as you say, that May, June, July, August, September, October, November, and beyond are going to be terribly hard." (April 7, 2020)

"...The dust seems to have settled somewhat, but we are still experiencing issues in our industry. Is the city open to negotiating some type of reduced lease amount? We can add term to the lease in exchange." (December 2, 2020)

Also, it is worth noting that it was Mr. Beck's suggestion to repay the deferred amount back with interest instead of extending the lease term. Due to the length of the amortization, the City will actually collect more in interest than the original deferred amount, so the City will be made more than whole by this amendment. This is a win for both the City and Maritime One.

d. I want to know if all of his rental units are rented and whether he has given a reduction on rent or lease to his tenants.

- We have an email into Mr. Beck and await his specific response. I can communicate that at our December 15th meeting, Mr. Beck did convey that he had negotiated lease renewals for lesser amounts or different terms to accommodate his commercial tenants and maintain his occupancy rate. I cannot recall if he also conveyed all of his units were rented, but that may have been part of the conversation.

Also, I apologize for failing to include the original (sub)lease as an attachment to the Council memo. That was an outage on my part and should not happen again. Since this is more of an addendum to the original with none of the other terms changing and no red-line version, hopefully this amendment will be evaluated on its own merits.

Please feel free to distribute to rest of the Councilmembers. Thank you for your questions on this item, too.

Deana Stallworth
Property Lease Manager

Visit us at <http://cityofpensacola.com>
222 W. Main St.

Pensacola, Florida 32502

Office: 850.435.1834

destallworth@cityofpensacola.com

[OBJ]

City of Pensacola

Commercial Rent/Lease Deferral Program for General Government Leases

To help local businesses cope with the economic impacts of COVID-19, the City of Pensacola (“the City”) is offering a commercial rent/lease deferral program to qualified lessees on City general government leases through June 30, 2020. Under this program, businesses may apply for deferrals on rent payments due in April, May and June. Deferred payments are required to be paid in equal installments over a 12-month period or over the months remaining on the existing lease, whichever is the lesser period of time, commencing July 1, 2020, along with the rent/lease payment which is also due on those dates as well. This program excludes Pensacola International Airport, Pensacola Energy, Sanitation Services, Blue Wahoo Stadium and the Port of Pensacola.

The program is designed for businesses that have been forced to close, or significantly reduce their services, as a result of the various government orders in response to COVID-19. The City’s intent is to provide some reasonable, temporary relief to its lessees where feasible, with the hope and expectation that this step along with other stimulus opportunities may be effective in returning our local economy to normal as quickly as possible.

If your business has been impacted by COVID-19 and you are unable to make your rent/lease payments as outlined in your lease agreement with the City, please complete the application below and return it to the City’s Finance Director, Amy Lovoy @ ALovoy@cityofpensacola.com. Once the application has been reviewed you will receive an approval or denial email outlining the details of the rent deferral.

Application

Lessee Name: _____

Contact Name: _____ Contact Phone: _____

Contact Email: _____ Monthly Rent Amount: _____

Months Requesting Rent Deferral:

- April
- May
- June

By signing this application, I certify that I have the authority to sign on behalf of the lessee and understand that any deferred rent payments are due and payable in equal installments over a 12-month period or over the months remaining on the existing lease, whichever is the lesser period of time, commencing July 1, 2020, after which date, penalties and interest will be applied in accordance with the lease agreement.

Signature

Date

Name and Title

Robyn Tice

From: Don Kraher
Sent: Monday, February 22, 2021 11:15 AM
To: Jared Moore; Ann Hill; Sherri Myers; Jennifer Brahier; Casey Jones; Teniade Broughton; Delarian Wiggins
Cc: Elaine Mager; Sonja Gaines; Ericka Burnett; Robyn Tice; Melanie Kruszona
Subject: FW: Community Maritime Park Revenue
Attachments: Lots at Maritime Park.pdf

Please find attached information supplied by the Finance Director at the request of a fellow Council Member.

Respectfully,

Don Kraher
Council Executive
Office of the City Council
222 W. Main Street
Pensacola, FL 32502
(850) 435-1686 – Office
(850) 384-6363 – Cell



City of Pensacola

From: Amy Lovoy <alovoy@cityofpensacola.com>
Sent: Thursday, February 18, 2021 2:45 PM
Cc: Melanie Kruszona <MKruszona@cityofpensacola.com>; Don Kraher <DKraher@cityofpensacola.com>; Elaine Mager <EMager@cityofpensacola.com>; Keith Wilkins <KWilkins@cityofpensacola.com>; Kerrith Fiddler <KFiddler@cityofpensacola.com>; Deana Stallworth <DeStallworth@cityofpensacola.com>; Laura Picklap <lpicklap@cityofpensacola.com>; Dick Barker Jr <RBarker@cityofpensacola.com>
Subject: RE: Community Maritime Park Revenue

Attached please find all of the revenues generated from each lot at the CMP from FY18 – FY21. I'm afraid the City only took over the finances from the CMPA in FY18. Please note that the amount listed for property taxes for lots 1 and 2 only represent the property taxes that came to the CRA (in other words just the City and County portion). It does not include the amounts for the School Board, the Library or the Water Management District.

Your memory is very correct. In 2015 Brantley & Associates was commissioned to provide assessments on the remaining undeveloped lots (3 – 9) at CMP to establish both the value of the lots if sold as well as the market lease rates if vacant. Also attached is a summary of their findings.

Lastly, there is a summary of all of the property taxes generated on Lots 1 and 2 at CMP.

I do have estimates of the revenues that would be generated for the City if Lots 4, 5 and 7 were developed since we have proposals from developers for those lots. However, since these are still in negotiation, the numbers will change drastically. As soon as we firm term sheets to bring forward, I will provide the revenues and cash flow to the City ASAP.

Please let me know if you need anything else.

Sent: Monday, February 15, 2021 11:46 AM

To: Amy Lovoy <alovoy@cityofpensacola.com>

Cc: Melanie Kruszona <MKruszona@cityofpensacola.com>; Don Kraher <DKraher@cityofpensacola.com>; Elaine Mager <EMager@cityofpensacola.com>

Subject: Community Maritime Park Revenue

Can you give me the income each developed parcel of the CMP has generated for the past 5 years? (Fewer years if that's too cumbersome.)

I would like a breakdown of property taxes, lease payments, etc. for each parcel - with a total for each year and for five years.

I know that the vacant parcels were appraised some years ago (2012?).

Would you be able to project an estimated lease fee on each remaining parcel based on that appraisal? (Lots 3, 4, 5, 6, 7, 8 and 9)

If there is any way you could give an estimate of what the lease plus property tax annual income would be if parcels were built out by the three companies that have plans for this, it would be very helpful as well.

I found this online from 2015 if that helps: Applying the rent and common area maintenance fee formula used on the Maritime Place and One51 Main parcels, (rent at 7.25 percent, fees at 0.75 percent of the 2012 appraised values of the property), rent and fees on Parcels 4, 7 and 8 should total \$514,400 a year. Property taxes due on those would total some \$800,000. (<https://www.studeri.org/blog/studer-proposal-takes-maritime-park-back-to-its-roots>)

I believe that some of the income goes to the city, some to the CRA, some to the school board and some to water improvement.

Can you give me an annual summary of CMP payments to each of these categories for the past 5 years and the total of the five years?

If I've missed asking for any other info that would be helpful, please feel free to supply that as well.

Current
Revenues Generated from Lots
Community Maritime Park

Lot	Description	Actual 2018	Actual 2019	Actual 2020	Estimated 2021
1 Maritime One					
	Lease	46,221.96	46,221.96	46,221.96	46,222.00
	Property Tax	29,441.53	30,635.15	32,514.07	33,456.67
	CAM *	3,971.64	3,971.64	3,971.64	3,971.64
	Total Lot 1	\$79,635.13	\$80,828.75	\$82,707.67	\$83,650.31
2 Maritime Place					
	Lease	100,245.20	100,245.20	107,262.36	100,778.00
	Property Tax	97,734.89	100,698.50	105,107.82	108,901.36
	CAM *	10,370.28	10,370.28	11,096.16	14,300.00
	Total Lot 2	\$208,350.37	\$211,313.98	\$223,466.34	\$223,979.36
3					
	Option	0.00	5,371.60	3,305.60	1,239.60
	Property Tax	0.00	0.00	0.00	0.00
	Total Lot 3	\$0.00	\$5,371.60	\$3,305.60	\$1,239.60
4					
	Option	0.00	54,724.80	33,676.80	12,628.80
	Property Tax	0.00	0.00	0.00	0.00
	Total Lot 4	\$0.00	\$54,724.80	\$33,676.80	\$12,628.80
5					
	Option	0.00	35,799.40	22,030.40	8,261.40
	Property Tax	0.00	0.00	0.00	0.00
	Total Lot 5	\$0.00	\$35,799.40	\$22,030.40	\$8,261.40
6					
	Option	0.00	17,243.20	10,611.20	3,979.20
	Property Tax	0.00	0.00	0.00	0.00
	Total Lot 6	\$0.00	\$17,243.20	\$10,611.20	\$3,979.20
7					
	Option	0.00	34,499.40	21,230.40	7,961.40
	Property Tax	0.00	0.00	0.00	0.00
	Total Lot 7	\$0.00	\$34,499.40	\$21,230.40	\$7,961.40
8					
	Option	0.00	40,463.80	24,900.80	9,337.80
	Property Tax	0.00	0.00	0.00	0.00
	Total Lot 8	\$0.00	\$40,463.80	\$24,900.80	\$9,337.80
9					
	Option	0.00	8,096.40	4,982.40	1,868.40
	Property Tax	0.00	0.00	0.00	0.00
	Total Lot 9	\$0.00	\$8,096.40	\$4,982.40	\$1,868.40

* Common Area Maintenance

**Brantley Appraisal Report
of Values on Lots at the Community Maritime Park**

Lot	Acreage	Purchase Price	Low Risk Tenant			Moderate Risk Tenant			High Risk Tenant		
			30 Years Ground Rent	60 Years Ground Rent	90 Years Ground Rent	30 Years Ground Rent	60 Years Ground Rent	90 Years Ground Rent	30 Years Ground Rent	60 Years Ground Rent	90 Years Ground Rent
3	0.26	\$450,000	\$20,250	\$22,500	\$24,750	\$24,750	\$27,000	\$29,250	\$29,250	\$31,500	\$33,750
4	3.02	4,600,000	207,000	230,000	253,000	253,000	276,000	299,000	299,000	322,000	345,000
5	1.74	3,000,000	135,000	150,000	165,000	165,000	18,000	195,000	195,000	210,000	225,000
6	0.84	1,450,000	65,250	72,500	79,750	79,750	87,000	94,250	94,250	101,500	108,750
7	1.48	2,900,000	130,500	145,000	159,500	159,500	174,000	188,500	188,500	203,000	217,500
8	1.75	3,400,000	153,000	170,000	187,000	187,000	204,000	221,000	221,000	238,000	255,000
9	0.39	680,000	30,600	34,000	37,400	37,400	40,800	44,200	44,200	47,600	51,000

**Property Taxes Collected
at the Community Maritime Park**

Lot 1	2017	2018	2019	2020	2021
County	\$17,479.33	\$17,861.72	\$18,585.87	\$19,725.78	\$20,297.64
Schools	18,164.87	17,900.86	18,190.60	18,126.82	18,185.51
City	11,331.91	11,579.81	12,049.28	12,788.29	13,159.03
Water Management	96.69	95.30	94.95	97.48	95.41
Library	948.40	969.15	1,008.44	1,070.29	1,101.31
Total Lot 1	\$48,021.20	\$48,406.84	\$49,929.14	\$51,808.66	\$52,838.90
Lot 2					
County	\$59,039.23	\$59,294.23	\$61,092.21	\$63,767.27	\$66,068.76
Schools	61,354.76	59,424.18	58,400.70	58,240.09	59,193.77
City	38,275.34	38,440.66	39,606.29	41,340.55	42,832.60
Water Management	326.58	316.34	312.09	315.15	310.55
Library	3,203.37	3,217.20	3,314.76	3,459.90	3,584.78
Total Lot 1	\$162,199.28	\$160,692.61	\$162,726.05	\$167,122.96	\$171,990.46



Memorandum

File #: 21-00167

City Council

2/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

EXTENSION OF MAYORAL DECLARATION OF STATE OF EMERGENCY FOR COVID-19

RECOMMENDATION:

That City Council approve the Mayor's request for an extension of the Declaration of Emergency for the COVID-19 pandemic until the Council meeting scheduled for March 25, 2021.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On November 10, 2020, Mayor Grover C. Robinson, IV, reinstated the declaration of a state of emergency as a result and consequence of the continuing threats to the public health, safety, and property, both public and private, in the City of Pensacola caused by the Coronavirus Disease 2019 (COVID-19).

The Mayor's exercise of authority pursuant to section 2-4-8 exists for a period of thirty (30) days following the declaration of a state of emergency unless extended or shortened by the action of the city council. Considering recent events and in order to continue responding to emergency issues, staff recommends that these emergency powers be extended until the Council meeting scheduled for March 25, 2021.

PRIOR ACTION:

March 13, 2020 - President Donald J. Trump declared a state of emergency for the United States of America beginning March 1, 2020.

March 9, 2020 - Governor Ron DeSantis issued Executive Order Number 20-52, declaring a state of emergency for the State of Florida.

March 16, 2020 - The Escambia County Board of County Commissioners issued Resolution R2020-24, declaring a state of emergency for Escambia County.

March 18, 2020 - The Mayor declared a state of emergency for the City for thirty (30) days Declaration #20-01).

March 26, 2020 - City Council extended the City's declaration of a state of emergency until May 28, 2020.

March 13, 2020 - President Donald J. Trump declared a state of emergency for the United States of America beginning March 1, 2020.

March 9, 2020 - Governor Ron DeSantis issued Executive Order Number 20-52, declaring a state of emergency for the State of Florida.

March 16, 2020 - The Escambia County Board of County Commissioners issued Resolution R2020-24, declaring a state of emergency for Escambia County.

March 18, 2020 - The Mayor declared a state of emergency for the City for thirty (30) days.

March 26, 2020 - City Council extended the City's declaration of a state of emergency until May 28, 2020.

April 29, 2020 - Governor Ron DeSantis issued Executive Order Number 20-112, initiating Phase 1 of the Safe. Smart. Step-by-Step. Plan for Florida's Recovery.

May 8, 2020 - Governor Ron DeSantis issued Executive Order Number 20-114, which expires July 7, 2020, extending the Emergency Declaration of Executive Order 20-52 for 60 days for the entire State of Florida.

May 28, 2020 - City Council extended the City's declaration of a state of emergency until July 7, 2020.

June 3, 2020 - Governor Ron DeSantis issued Executive Order Number 20-139, initiating Phase 2 of the Safe. Smart. Step-by-Step. Plan for Florida's Recovery.

June 30, 2020 - City Council extended the City's declaration of a state of emergency until August 13, 2020.

July 7, 2020 - Governor Ron DeSantis issued Executive Order Number 20-166, extending the Emergency Declaration of Executive Order 20-52 for 60 days for the entire State of Florida (expiration September 5, 2020).

August 13, 2020 - City Council extended the City's declaration of a state of emergency until September 24, 2020.

September 4, 2020 - Governor Ron DeSantis issued Executive Order Number 20-213, extending the Emergency Declaration Executive Order 20-52 for 60 days for the entire State of Florida (expiration November 3, 2020).

September 24, 2002 - City Council extended the City's declaration of a state of emergency until October 22, 2020.

October 22, 2020 - The City's declaration of a state of emergency was not extended and therefore expired.

November 2, 2020 - Governor Ron DeSantis issued Executive Order Number 20-276, extending Emergency Declaration order 20-52 for 60 days (expiration January 2, 2021).

November 10, 2020 - The Mayor declared a state of emergency for the City for thirty (30) days (Declaration #20-07).

December 10, 2020 - City Council extended the City's declaration of a state of emergency until February 25, 2021.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

2/10/2021

STAFF CONTACT:

Keith Wilkins, City Administrator

ATTACHMENTS:

- 1) City of Pensacola State of Emergency 20-01
- 2) Executive Order 20-52
- 3) Executive Order 20-276
- 4) City of Pensacola State of Emergency 20-07

PRESENTATION: No

GROVER C. ROBINSON, IV
Mayor

CITY OF PENSACOLA

DECLARATION OF STATE OF EMERGENCY 20-01

WHEREAS, Donald J. Trump, President of the United States, on March 13, 2020, declared a state of emergency for the United States of America beginning March 1, 2020; and

WHEREAS, Ron DeSantis, the Governor of the State of Florida, on March 9, 2020, issued Executive Order Number 20-52 declaring a state of emergency; and

WHEREAS, the Escambia County Board of County Commissioners, on March 16, 2020, issued Resolution R2020-24 declaring a state of emergency for Escambia County; and

WHEREAS, the COVID-19 virus has the propensity to spread from person to person through direct physical contact and through the air; and

WHEREAS, the COVID-19 virus has the propensity to attach to surfaces for prolonged periods of time, thus causing property damage and continuing the spread of the virus.

NOW, THEREFORE, I, Grover C. Robinson, IV, by the authority vested in me pursuant to Florida law and Section 2-4-8 of the Code of the City of Pensacola, and all other applicable laws, do hereby declare as follows:

Section 1. The above recitals are true, correct, and incorporated herein.

Section 2. As a result and consequence of the continuing threats to the public health, safety, and welfare, both public and private, in the City of Pensacola caused by the Coronavirus Disease 2019 (COVID-19), a state of emergency exists and is in effect beginning March 18, 2020 at 8:00 a.m. central daylight time.

Section 3. Pursuant to City Code section 2-4-8 and within the limits of the federal and state laws and constitutions, the Mayor hereby authorizes and directs the following:

- a. Take such emergency measures as determined necessary to protect the health, safety, and welfare of the citizens and to ensure the continued functioning of local government.
- b. Exercise such emergency management powers granted to political subdivisions by Florida law.
- c. Alter normal work schedules and grant the nonessential work force time off with pay.

- d. Determine which employees are deemed essential during this emergency.
- e. Pay essential employees, both non-exempt and certain ranges of exempt under the Fair Labor Standards Act, at overtime rates when required to report for duty during the time the remaining work force is not required to report.
- f. Waive or suspend all ordinances, policies, procedures, or customs of the city as the Mayor determines necessary for purchase of commodities and services, for contracts of no more than one (1) year duration, for the assignment of employees, and for the facilitation of reconstruction and repair, both public and private, as the determined necessary.
- g. Delegate such powers to staff as determined necessary to the effective administration of the government of the City of Pensacola.

Section 3. The City Administrator or his designee is hereby empowered, authorized, and directed to exercise on behalf of the Mayor, such emergency powers necessary to carry out the provisions of this declaration, Chapter 252, Florida Statutes, as well as any other powers expressly or implicitly conferred pursuant to other law or ordinance.

Section 4. The City Administrator's exercise of authority pursuant to this memorandum shall exist for a period of thirty (30) days from the date of this memorandum.

Section 5. This declaration shall expire in thirty (30) days from the date of this memorandum unless extended or shortened by action of the City Council.

IN TESTIMONY WHEREOF, I have hereto set my hand this 18th day of March, 2020.

CITY OF PENSACOLA



GROVER C. ROBINSON, IV, MAYOR

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 20-52

(Emergency Management - COVID-19 Public Health Emergency)

WHEREAS, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, in late 2019, a new and significant outbreak of COVID-19 emerged in China; and

WHEREAS, the World Health Organization previously declared COVID-19 a Public Health Emergency of International Concern; and

WHEREAS, in response to the recent COVID-19 outbreak in China, Iran, Italy, Japan and South Korea, the Centers for Disease Control and Prevention (“CDC”) has deemed it necessary to prohibit or restrict non-essential travel to or from those countries; and

WHEREAS, on March 1, 2020, I issued Executive Order number 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

WHEREAS, on March 7, 2020, I directed the Director of the Division of Emergency Management to activate the State Emergency Operations Center to Level 2 to provide coordination and response to the COVID-19 emergency; and

WHEREAS, as of March 9, 2020, eight counties in Florida have positive cases for COVID-19, and COVID-19 poses a risk to the entire state of Florida; and

WHEREAS, the CDC currently recommends community preparedness and everyday prevention measures be taken by all individuals and families in the United States, including voluntary home isolation when individuals are sick with respiratory symptoms, covering coughs and sneezes with a tissue and disposal of the tissue immediately thereafter, washing hands often with soap and water for at least 20 seconds, using of alcohol-based hand sanitizers with 60%-95% alcohol if soap and water are not readily available and routinely cleaning frequently touched surfaces and objects to increase community resilience and readiness for responding to an outbreak; and

WHEREAS, the CDC currently recommends mitigation measures for communities experiencing an outbreak including staying at home when sick, keeping away from others who are sick, limiting face-to-face contact with others as much as possible, consulting with your healthcare provider if individuals or members of a household are at high risk for COVID-19 complications, wearing a facemask if advised to do so by a healthcare provider or by a public health official, staying home when a household member is sick with respiratory disease symptoms if instructed to do so by public health officials or a health care provider; and

WHEREAS, as Governor, I am responsible for meeting the dangers presented to this state and its people by this emergency.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1. Because of the foregoing conditions, I declare a state of emergency exists in the State of Florida.

Section 2. I designate the Director of the Division of Emergency Management (“Director”) as the State Coordinating Officer for the duration of this emergency and direct him to execute the State’s Comprehensive Emergency Management Plan and other response, recovery, and mitigation plans necessary to cope with the emergency. Additionally, I designate the State Health Officer and Surgeon General as a Deputy State Coordinating Officer and State Incident Commander.

Pursuant to section 252.36(1)(a), Florida Statutes, I delegate to the State Coordinating Officer the authority to exercise those powers delineated in sections 252.36(5)-(10), Florida Statutes, which he shall exercise as needed to meet this emergency, subject to the limitations of section 252.33, Florida Statutes. In exercising the powers delegated by this Order, the State Coordinating Officer shall confer with the Governor to the fullest extent practicable. The State Coordinating Officer shall also have the authority to:

A. Seek direct assistance and enter into agreements with any and all agencies of the United States Government as may be needed to meet the emergency.

B. Designate additional Deputy State Coordinating Officers, as necessary.

C. Suspend the effect of any statute, rule, or order that would in any way prevent, hinder, or delay any mitigation, response, or recovery action necessary to cope with this emergency.

D. Enter orders as may be needed to implement any of the foregoing powers; however, the requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such orders issued by the State Coordinating Officer; however, no such order shall remain in effect beyond the expiration of this Executive Order, to include any extension.

Section 3. I order the Adjutant General to activate the Florida National Guard, as needed, to deal with this emergency.

Section 4. I find that the special duties and responsibilities resting upon some State, regional, and local agencies and other governmental bodies in responding to the emergency may require them to suspend the application of the statutes, rules, ordinances, and orders they administer. Therefore, I issue the following authorizations:

A. Pursuant to section 252.36(1)(a), Florida Statutes, the Executive Office of the Governor may suspend all statutes and rules affecting budgeting to the extent necessary to provide budget authority for state agencies to cope with this emergency. The requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such suspension issued by the Executive Office of the Governor; however, no such suspension shall remain in effect beyond the expiration of this Executive Order, to include any extension.

B. Each State agency may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or the orders or rules of that agency, if strict compliance with the provisions of any such statute, order, or rule would in any way prevent, hinder, or delay necessary action in coping with the emergency. This includes, but is not limited to, the authority to suspend any and all statutes, rules, ordinances, or orders which affect leasing, printing, purchasing, travel, and the condition of employment and the compensation of employees. For the purposes of this Executive Order, “necessary action in coping with the emergency” means any emergency mitigation, response, or recovery action: (1) prescribed in the State Comprehensive Emergency Management Plan (“CEMP”); or (2) ordered by the State Coordinating Officer. The requirements of sections 252.46 and 120.54, Florida Statutes, shall not apply to any such suspension issued by a State agency; however, no such suspension shall remain in effect beyond the expiration of this Executive Order, to include any extensions.

C. In accordance with section 465.0275, Florida Statutes, pharmacists may dispense up to a 30-day emergency prescription refill of maintenance medication to persons who reside in an area or county covered under this Executive Order and to emergency personnel who have been activated by their state and local agency but who do not reside in an area or county covered by this Executive Order.

D. In accordance with section 252.38, Florida Statutes, each political subdivision within the State of Florida may waive the procedures and formalities otherwise required of the political subdivision by law pertaining to:

1) Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;

2) Entering into contracts; however, political subdivisions are cautioned against entering into time and materials contracts without ceiling as defined by 2 CFR 200.318(j) or cost plus percentage contracts as defined by 2 CFR 200.323(d);

3) Incurring obligations;

4) Employment of permanent and temporary workers;

5) Utilization of volunteer workers;

6) Rental of equipment;

7) Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and,

8) Appropriation and expenditure of public funds.

E. All State agencies responsible for the use of State buildings and facilities may close such buildings and facilities in those portions of the State affected by this emergency, to the extent necessary to meet this emergency. I direct each State agency to report the closure of any State

building or facility to the Secretary of the Department of Management Services. Under the authority contained in section 252.36, Florida Statutes, I direct each County to report the closure of any building or facility operated or maintained by the County or any political subdivision therein to the Secretary of the Department of Management Services. Furthermore, I direct the Secretary of the Department of Management Services to:

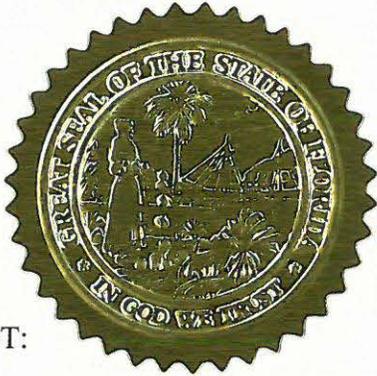
- 1) Maintain an accurate and up-to-date list of all such closures; and,
- 2) Provide that list daily to the State Coordinating Officer.

Section 5. I find that the demands placed upon the funds appropriated to the agencies of the State of Florida and to local agencies are unreasonably great and the funds currently available may be inadequate to pay the costs of coping with this emergency. In accordance with section 252.37(2), Florida Statutes, I direct that sufficient funds be made available, as needed, by transferring and expending moneys appropriated for other purposes, moneys from unappropriated surplus funds, or from the Budget Stabilization Fund.

Section 6. All State agencies entering emergency final orders or other final actions in response to this emergency shall advise the State Coordinating Officer contemporaneously or as soon as practicable.

Section 7. Medical professionals and workers, social workers, and counselors with good and valid professional licenses issued by states other than the State of Florida may render such services in Florida during this emergency for persons affected by this emergency with the condition that such services be rendered to such persons free of charge, and with the further condition that such services be rendered under the auspices of the American Red Cross or the Florida Department of Health.

Section 8. All activities taken by the Director of the Division of Emergency Management and the State Health Officer and Surgeon General with respect to this emergency before the issuance of this Executive Order are ratified. This Executive Order shall expire sixty days from this date unless extended.



ATTEST:

Laurel McKee
SECRETARY OF STATE

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 9th day of March, 2020.

[Signature]

RON DESANTIS, GOVERNOR

FILED
2020 MAR -9 PM 5:52
DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 20-276

(Emergency Management -Extension of Executive Order 20-52-COVID-19)

WHEREAS, on March 9, 2020, I issued Executive Order 20-52, declaring a state of emergency for the entire state due to COVID-19; and

WHEREAS, no state of emergency declared pursuant to the Florida Emergency Management Act may continue for more than 60 days unless renewed by the Governor; and

WHEREAS, the impact of COVID-19 poses a continuing threat to the health, safety and welfare of the State of Florida and its residents; and

WHEREAS, as Florida recovers and re-launches its economy, I am committed to providing all available resources to assist Floridians and local communities with their efforts.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section 1(a) of the Florida Constitution and by the Florida Emergency Management Act, as amended, and all other applicable laws, promulgate the following Executive Order, to take immediate effect:

Section 1. The state of emergency declared in Executive Order 20-52, as extended by Executive Orders 20-114, 20-166, 20-192 and 20-213 will be extended for 60 days following the issuance of this order for the entire State of Florida.

Section 2. All actions taken by the Director of the Division of Emergency Management as the State Coordinating Officer with respect to this emergency before the issuance of this Executive Order are ratified, and he is directed to continue to execute the State's Comprehensive Emergency Management Plan and other response, recovery, and mitigation

plans necessary to cope with the emergency.

Section 3. Except as amended herein, Executive Order 20-52, extended by Executive Orders 20-114, 20-166, 20-192 and 20-213 is ratified and reaffirmed.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 3rd day of November, 2020.



RON DESANTIS, GOVERNOR

ATTEST:



SECRETARY OF STATE

DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

2020 NOV -3 PM 9:41

FILED

GROVER C. ROBINSON, IV
Mayor

CITY OF PENSACOLA

DECLARATION OF STATE OF EMERGENCY 20-07

WHEREAS, the Donald J. Trump, President of the United States, on March 13, 2020, declared a state of emergency for the United States of America beginning March 1, 2020; and

WHEREAS, Ron DeSantis, the Governor of the State of Florida, on March 9, 2020, issued Executive Order Number 20-52 declaring a state of emergency; and

WHEREAS, the Escambia County Board of County Commissioners, on March 16, 2020, issued Resolution R2020-24 declaring a state of emergency for Escambia County; and

WHEREAS, section 2-4-8 of the Code of the City of Pensacola authorizes the Mayor to take such emergency measures as he determines necessary to protect the health, safety, and welfare of the citizens of Pensacola; and

WHEREAS, the COVID-19 virus has the propensity to spread from person to person through direct physical contact and through the air; and

WHEREAS, the COVID-19 virus has the propensity to attach to surfaces for prolonged periods of time, thus causing property damage and continuing the spread of the virus; and

WHEREAS, COVID-19 poses a health risk to the residents of the City, particularly elderly residents and those who are immunosuppressed or otherwise have high-risk medical conditions; and

WHEREAS, Governor DeSantis has issued a series of executive orders to re-open Florida, and some of the restrictions to flatten the curve and slow the spread of COVID-19 have correspondingly been relaxed; and

WHEREAS, the re-opening of the State has led and will continue to lead to more contact between individuals and the potential for increased community spread of the disease; and

WHEREAS, federal and state health officials have indicated that they expect additional cases of COVID-19 to be identified in the coming days and, based on the highly contagious nature of COVID-19, additional person-to-person transmission is likely; and

WHEREAS, conditions presented by the threat of COVID-19 continue to pose a threat to the public health that requires dynamic emergency response, including the imposition of additional mitigation strategies as conditions require; and

WHEREAS, there currently is no vaccine for COVID-19; and

WHEREAS, despite mitigation efforts, the Escambia County COVID-19 Dashboard, which includes data provided by the Florida Department of Health (FDOH), the Agency for Health Care Administration (AHCA), and local hospitals, indicates the number of positive cases of COVID-19 in Escambia County has spiked with 90 positive cases reported on November 8, 2020, an average of 84 new cases each day for the seven-day period leading up to and including November 8, 2020, and a seven-day positivity rate of 7.3% for the week ending November 6, 2020, versus 5.1% and 4.4% for the two previous weeks, which indicates greater local community spread and transmission of the disease; and

WHEREAS, since October 22, 2020, the number of local hospitalizations declined from 51 hospitalizations on October 22 to a low of 43 hospitalizations on October 28, and since then have steadily risen over the past two weeks to 78 hospitalizations on November 10, 2020; and

WHEREAS, the City's declaration of state of emergency #20-01 expired on October 22, 2020.

NOW, THEREFORE, I, Grover C. Robinson, IV, by the authority vested in me pursuant to Florida law and Section 2-4-8 of the Code of the City of Pensacola, and all other applicable laws, do hereby declare as follows:

Section 1. The above recitals are true, correct, and incorporated herein.

Section 2. As a result and consequence of the continuing threats to the public health, safety, and welfare, both public and private, in the City of Pensacola caused by the Coronavirus Disease 2019 (COVID-19), a state of emergency exists.

Section 3. Pursuant to City Code section 2-4-8 and within the limits of the federal and state laws and constitutions, the Mayor hereby authorizes and directs the following:

- a. Take such emergency measures as determined necessary to protect the health, safety, and welfare of the citizens and to ensure the continued functioning of local government.

- b. Exercise such emergency management powers granted to political subdivisions by Florida law.
- c. Alter normal work schedules and grant the nonessential work force time off with pay.
- d. Determine which employees are deemed essential during this emergency.
- e. Pay essential employees, both non-exempt and certain ranges of exempt under the Fair Labor Standards Act, at overtime rates when required to report for duty during the time the remaining work force is not required to report.
- f. Waive or suspend all ordinances, policies, procedures, or customs of the city as the Mayor determines necessary for purchase of commodities and services, for contracts of no more than one (1) year duration, for the assignment of employees, and for the facilitation of reconstruction and repair, both public and private, as the determined necessary.
- g. Delegate such powers to staff as determined necessary to the effective administration of the government of the City of Pensacola.

Section 3. The City Administrator or his designee is hereby empowered, authorized, and directed to exercise on behalf of the Mayor, such emergency powers necessary to carry out the provisions of this declaration, Chapter 252, Florida Statutes, as well as any other powers expressly or implicitly conferred pursuant to other law or ordinance.

Section 4. The City Administrator's exercise of authority pursuant to this memorandum shall exist for a period of thirty (30) days from the date of this memorandum.

Section 5. This declaration shall take effect on November 10th, 2020, at 4:50 p.m. central standard time.

Section 6. This declaration shall expire in thirty (30) days from the date of this memorandum unless extended or shortened by action of the City Council.

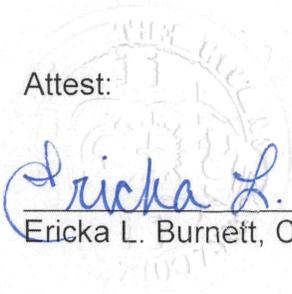
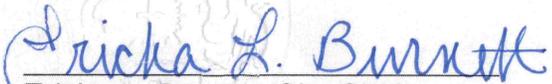
IN TESTIMONY WHEREOF, I have hereto set my hand this 10th day of November, 2020.

CITY OF PENSACOLA



GROVER C. ROBINSON, IV, MAYOR

Attest:

Ericka L. Burnett, City Clerk

Legal in form and valid as drawn:

Susan A. Woolf, City Attorney



Memorandum

File #: 21-00199

City Council

2/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jared Moore

SUBJECT:

EXTENSION OF ORDINANCE NO. 15-20 REQUIRING THE MANDATORY WEARING OF FACE COVERINGS IN BUSINESSES WITHIN THE CITY LIMITS.

RECOMMENDATION:

That City Council extend Ordinance No. 15-20 requiring the mandatory wearing of face coverings in businesses within the City Limits until March 25, 2021.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Conditions presented by the threat of Covid-19 posed a threat to the public health that required a dynamic emergency response. The use of face coverings was identified as a measure to assist in preventing individuals who may be shedding the Covid-19 virus from spreading it to other individuals. To reduce the spread of the disease, the Centers for Disease Control and Prevention ("CDC") recommended the use of cloth face coverings in public settings where other social distancing measures are difficult to maintain, such as inside businesses.

On June 22, 2020, after Florida reported more than 4,000 new cases of Covid-19 in a single day, State Surgeon General Scott Rivkees issued an additional public health advisory recommending people wear face coverings in any setting where social distancing is not possible, stating that in gatherings of fewer than 50 people, individuals should maintain at least six feet distance from each other and wear a face covering.

While the numbers for daily hospitalizations have fallen slightly recently a required continued vigilance in protecting the citizenry during potential subsequent waves and spikes of infection are still needed. While practicing CDC guidelines in order to help prevent the spread of COVID-19, the CDC recommends the wearing of masks in public settings around people who don't live in your household and when you are unable to stay 6 feet away from others. Masks help stop the spread of COVID-19 to others. That is the intent of this ordinance.

Within Ordinance No.15-20, Section 6. Sunset Date., states, "Unless rescinded or extended by subsequent act of the City Council, this Emergency Ordinance shall sunset upon the expiration of the

City's state of emergency as it may be extended." In the event the State of Emergency expires, a Council extension of Ordinance No. 15-20 serves to separate the Ordinance from the State of Emergency.

PRIOR ACTION:

March 9, 2020 - Governor Ron DeSantis issued Executive Order Number 20-52 declaring a state of emergency for the State of Florida

March 13, 2020 - President Donald J. Trump declared a state of emergency for the United States of America beginning March 1, 2020

March 16, 2020 - The Escambia County Board of County Commissioners issued Resolution R2020-24 declaring a state of emergency for Escambia County

April 29, 2020 - Governor Ron DeSantis issued Executive Order Number 20-112 initiating Phase 1 of the Safe. Smart. Step-by-Step. Plan for Florida's Recovery

June 3, 2020 - Governor Ron DeSantis issued Executive Order Number 20-139, initiating Phase 2 of the Safe. Smart. Step-by-Step. Plan for Florida's Recovery.

June 30, 2020 - City Council adopted Emergency Ordinance No. 15-20, requiring the wearing of face coverings in businesses within the city limits. The ordinance expires with the City's state of emergency unless terminated earlier or extended by the City Council.

August 13, 2020 - City Council most recently extended the City's declaration of a state of emergency until September 24, 2020.

September 24, 2020 - Attempt to repeal Ordinance No. 15-20 failed 0-7.

October 22, 2020- City Council extended Ord. 15-20 until December 10, 2020

December 10, 2020 - City Council extended Ord. 15-20 until February 25, 2021

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

1) Ordinance No. 15-20

PRESENTATION: No

PROPOSED
ORDINANCE NO. 36-20

ORDINANCE NO. 15-20

AN ORDINANCE
TO BE ENTITLED:

AN EMERGENCY ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA, REQUIRING THE WEARING OF FACE COVERINGS; PROVIDING DEFINITIONS; PROVIDING MANDATORY REQUIREMENTS; PROVIDING EXCEPTIONS; PROVIDING A PENALTY THEREFOR; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 9, 2020, the Governor of Florida issued Executive Order Number 20-52, declaring a State of Emergency for the state of Florida related to COVID-19; and

WHEREAS, on March 18, 2020, the Mayor for the City of Pensacola issued Declaration of State of Emergency 20-01 declaring a state of emergency; and

WHEREAS, both the State's state of emergency order and the City's state of emergency declaration have been extended since the original issuances and currently are in effect; and

WHEREAS, COVID-19 poses a health risk to the residents of the City, particularly elderly residents and those who are immunosuppressed or otherwise have high-risk medical conditions; and

WHEREAS, the City finds that COVID-19 presents a danger to the health, safety, and welfare of the public; and

WHEREAS, COVID-19 is spread through airborne transmission from individuals speaking, coughing, and sneezing, and infectious droplet nuclei can spread for a great distance, although how far is not fully understood at present; and

WHEREAS, since April of 2020, the City has proactively directed the implementation of numerous efforts, including an aggressive communications campaign, to encourage persons in the City to practice social distancing, wash and sanitize their hands, clean high touch surfaces, and wear face coverings as community mitigation strategies to decrease the spread of COVID-19; and

WHEREAS, Governor DeSantis has issued a series of executive orders to re-open Florida, and some of the restrictions to flatten the curve and slow the spread of COVID-19 have correspondingly been relaxed; and

WHEREAS, the re-opening of the State has led and will continue to lead to more contact between individuals and the potential for increased community spread of the disease; and

WHEREAS, despite mitigation efforts, as reported by Florida Department of Health Officer (“Department of Health”) John Lanza, the number of positive cases of COVID-19 in Escambia County has spiked with 159 positive cases reported on June 25, 2020, an average of 59 new cases each day for the previous seven days, and a seven-day positivity rate of 4.58% for the week beginning June 14, 2020, versus 2.23% for the previous seven days, which indicates greater local community spread and transmission of the disease; and

WHEREAS, federal and state health officials have indicated that they expect additional cases of COVID-19 to be identified in the coming days and, based on the highly contagious nature of COVID-19, additional person-to-person transmission is likely; and

WHEREAS, conditions presented by the threat of COVID-19 continue to pose a threat to the public health that requires dynamic emergency response, including the imposition of additional mitigation strategies as conditions require; and

WHEREAS, the use of face coverings has been identified as a measure to assist in preventing individuals who may be shedding the COVID-19 virus from spreading it to other individuals; and

WHEREAS, to reduce the spread of the disease, the Centers for Disease Control and Prevention (“CDC”) recommends the use of cloth face coverings in public settings where other social distancing measures are difficult to maintain, such as inside businesses; and

WHEREAS, the CDC advises that the virus can spread between persons interacting in close proximity even if those persons are asymptomatic (persons not exhibiting symptoms) or are pre-symptomatic (persons who transmit the virus to others before showing symptoms); and

WHEREAS, on June 22, 2020, after Florida reported more than 4,000 new cases of COVID-19 in a single day, State Surgeon General Scott Rivkees issued an additional public health advisory recommending people wear face coverings in any setting where social distancing is not possible, stating that in gatherings of fewer than 50 people, individuals should maintain at least six feet distance from each other and wear a face covering; and

WHEREAS, the CDC recommends only simple cloth face coverings for the general population and not surgical masks or N-95 respirators because these are critical supplies that must continue to be reserved for healthcare workers and other medical first responders; and

WHEREAS, cloth face coverings are relatively inexpensive, readily available, and can be made from household items, for which the CDC provides online guidance for making “do-it-yourself” face coverings for people who cannot or do not want to buy one from the increasing sources producing and selling face coverings; and

WHEREAS, the CDC and Dr. Rivkees delineates circumstances in which a face covering should not be worn; and

WHEREAS, adopting mandatory face covering requirements via ordinance instead of relying on an emergency order allows for enforcement through civil citations, fines, and other non-criminal means rather than criminal citations and prosecution; and

WHEREAS, the City Council specifically finds that the threat to public health at present constitutes an emergency within the meaning of section 166.041(3)(b), Florida Statutes, and that the adoption of this ordinance as an emergency ordinance is warranted; NOW THEREFORE

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Findings. The legislative findings recited above are true and correct and are incorporated herein by reference as if fully set forth.

SECTION 2. Definitions.

- (a) A “business” is a location with a roof overhead under which any business is conducted, goods are made, stored, processed, sold, or made available for sale, or where services are rendered, and includes outside extensions of the business, including patio areas and areas under a license to use agreement. The term includes transportation network companies, such as Ubers and Lyft; vehicles operated for mass transit except for ECAT buses and other mass transit controlled by Escambia County; taxis; pedicabs; limousines for hire; rental cars; other passenger vehicles for hire; and locations where non-profit, governmental, and quasi-governmental entities facilitate public interactions and conduct business. The term does not include places of worship.
- (b) A “face covering” is a material that covers the nose and mouth and that fits snugly against the sides of the face so there are no gaps. It can be secured to the head with ties or straps or simply wrapped around the lower face. It can be made of a variety of materials, such as cotton, silk, or linen. Coverings with materials made of multiple layers is highly encouraged. A cloth face covering may be factory-made or sewn by hand, or the cloth face covering can be improvised from household items. The CDC has posted additional information regarding how to make, wear, and wash a cloth face covering at <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/about-face-coverings.html>.
- (c) “Wearing a face covering” means wearing a face covering over the person’s nose and mouth and snugly against the sides of the face.
- (d) A “lodging establishment” shall have the same meaning as the term “transient public lodging establishment” has in section 509.013(4)(a)1, Florida Statutes (2019). Accordingly, for purposes of this Emergency Ordinance, a “lodging establishment” means any unit, group of units, dwelling, building, or group of buildings within a single complex of buildings which is rented to guests more than three times in a calendar year for periods

of less than 30 days or 1 calendar month, whichever is less, or which is advertised or held out to the public as a place regularly rented to guests.

SECTION 3. Mandatory requirements.

- (a) An individual in a business must wear a face covering while in that business establishment.
- (b) All persons who own, manage, or are employed by a business located in the City must wear a face covering while on-duty and having direct or indirect customer contact, including persons working in a kitchen or otherwise preparing or serving food or beverages to customers.
- (c) Each business must post signage notifying individuals of the requirement to wear a face covering as provided by this Emergency Ordinance.
- (d) Nothing herein shall require or allow a person to wear a face covering to conceal the identity of the wearer in violation of Chapter 876, Florida Statutes.

SECTION 4. Exceptions.

This Emergency Ordinance shall not apply to:

- (a) A child under six years of age.
- (b) A person who has one or more medical conditions or disabilities that prevent wearing a face covering, including anyone who has trouble breathing or is unconscious, incapacitated, or otherwise unable to remove a face covering without assistance. A person asserting this exception for medical conditions or disabilities is not required to carry or produce documentation verifying the health condition to a business or law enforcement.
- (c) A person who is communicating with an individual who is hearing impaired who needs to see the mouth of the person speaking to facilitate communication.
- (d) An individual who is obtaining a service involving the nose or face for which temporary removal of the face covering is necessary to perform the service.
- (e) Public safety, police, fire, and other life safety and health care personnel whose personal protective equipment requirements are governed by their respective agencies and employers.
- (f) A person in a government building owned or controlled by the federal, state, or Escambia County governmental entity or agency, the Escambia County School Board, or a County constitutional officers. If the governmental entity or agency occupies only part of a building, this Emergency Ordinance does not apply to that portion of the building.
- (g) A person exercising while observing at least six feet of distancing from other persons.

- (h) Persons while eating or drinking. It is the intent of this provision that a face covering be worn while traversing a business for ingress and egress, to use the restroom facilities, and while standing when persons are unable to maintain at least six feet of distancing.
- (i) Business owners, managers, and employees who are in an area of a business that is not open to customers, patrons, or the public, provided that six feet of distance exists between persons. *This exception does not apply to employees who are present in the kitchen or other food and beverage preparation area of a business – those persons must wear face coverings.*
- (j) An individual in a lodging establishment who is inside of the lodging unit, including, but not limited to, a hotel room, motel room, vacation rental unit, timeshare unit, or similar unit.
- (k) Children in a business operating as a daycare or children's camp so long as the business is following CDC and Escambia County Department of Health guidelines for those activities.

SECTION 5. Enforcement.

- (a) An initial violation of this Emergency Ordinance is a noncriminal infraction. A violation of this Emergency Ordinance does not authorize the search or arrest of an individual. Prior to the issuance of a non-criminal citation, the individual will be directed to comply with the Emergency Ordinance or be able to explain how an exception in Section 3 applies to them. Failure to comply with the requirements of this Emergency Ordinance presents a serious threat to the public health, safety, and welfare, and a citation may be issued for such a violation after the inquiry referenced above.
- (b) The penalty for a violation of this Emergency Ordinance is:
 - (1) For a first offense, a fine of \$50.00.
 - (2) For a second offense, a fine of \$125.00.
 - (3) For a third offense, a fine of \$250.00.
 - (4) For a fourth or subsequent offense, this ordinance may be enforced pursuant to section 1-1-8 of the City Code.
- (c) This Emergency Ordinance may be enforced through a complaint for injunctive relief in Circuit Court seeking to enjoin violations that occur within the city limits.

SECTION 6. Sunset Date. Unless rescinded or extended by subsequent act of the City Council, this Emergency Ordinance shall sunset upon the expiration of the City's state of emergency as it may be extended.

SECTION 7. Severability. If any word, phrase, clause, paragraph, section or provision of this ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional, such finding shall not affect the other provision or applications of the ordinance which can be given effect without the invalid or unconstitutional provisions or application, and to this end the provisions of this ordinance are declared severable.

SECTION 8. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflicts.

SECTION 9. The City Council finds that an emergency exists necessitating the adoption of this ordinance at a single meeting. This ordinance shall take effect immediately upon its passage by the City Council.

Adopted: June 30, 2020

Approved: Jewel Canna-La-Wynne
President of City Council

Attest:

Chichea L. Burnett
City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00160

City Council

2/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

ACQUISITION OF REAL PROPERTY - 1621 ATWOOD DRIVE

RECOMMENDATION:

That City Council approve the purchase of the real property located at 1621 Atwood Drive (Parcel No. 181S304313000000) from Communication Workers of America Local 3109 for \$575,000 plus an estimated \$25,000 in closing costs for a total amount of \$600,000. Further, that City Council authorize the Mayor to take all necessary actions and execute any documents related to the acquisition of the property. Finally, that City Council adopt a Supplemental Budget Resolution to appropriate the funds needed to purchase the property.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In late November 2020, Pensacola Energy became aware of the upcoming availability of the property at 1621 Atwood Drive, the sole adjacent parcel to the Pensacola Energy main offices at 1625 Atwood Drive. The parcel is approximately 3.17 acres and zoned HDMU (high-density mixed-use). The owners were originally asking \$750,000 for the parcel. A preliminary search of public records shows no current or pending liens nor litigation involving the parcel as of January 2021.

Pensacola Energy main offices are housed on approximately 4.51 acres, and the successful purchase of this parcel will raise their total acreage to 7.68 acres, a 70% increase in size. During the almost 40 years that Pensacola Energy has been at Atwood Drive, advancements in underground construction equipment have improved productivity and safety. However, parking and storing equipment has become a significant problem with the limited space available. Additionally, federal regulations now require that the polyethylene pipe (PE) used for natural gas mains cannot be exposed to sunlight for extended periods. Pensacola Energy needs to construct an indoor storage facility for PE pipe in order to comply with current regulations, and adequate space for construction does not exist in the current footprint.

Fruitticher-Lowery Appraisals subsequently conducted an appraisal in late December 2020, and the appraised value of the parcel was \$390,000. After some discussion and review of the appraisal, the owners reduced their asking price to \$575,000. This reduction is almost exactly the midpoint between the owners' original asking price and the appraised value. In consideration of the owners'

good faith reduction, the limited options available for the necessary expansion of Pensacola Energy, and the unknown land acquisition and construction costs associated with a potential total relocation of Pensacola Energy in the future, staff has determined the \$575,000 sale price to be acceptable.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

Adoption of the Supplemental Budget Resolution will provide the funds necessary to acquire the property.

CITY ATTORNEY REVIEW: Yes

2/8/2021

STAFF CONTACT:

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

ATTACHMENTS:

- 1) Aerial and Parcel Info
- 2) Appraisal
- 3) Supplemental Budget Resolution
- 4) Supplemental Budget Explanation

PRESENTATION: No



[Restore Full Version](#)

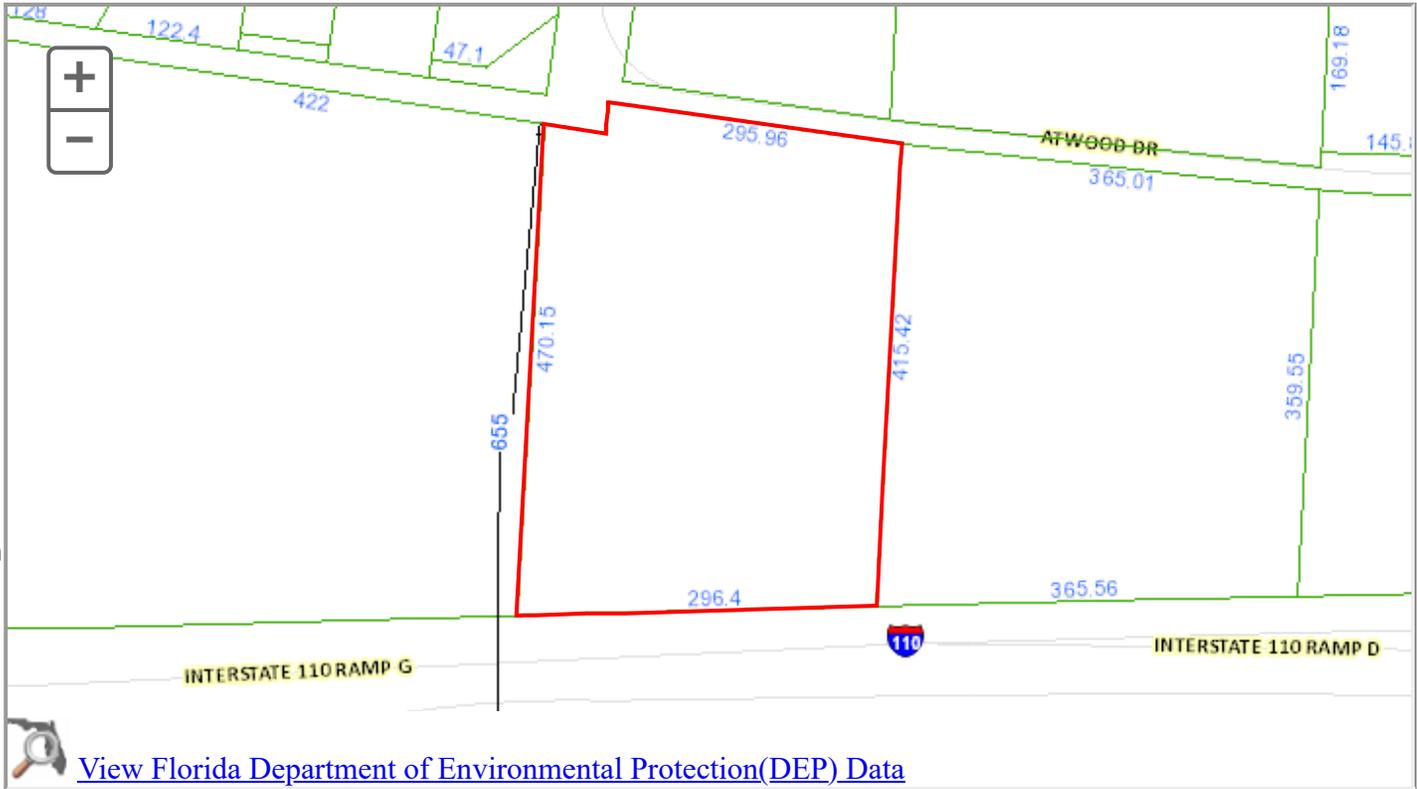
<p>General Information</p> <p>Reference: 181S304313000000</p> <p>Account: 022665000</p> <p>Owners: COMMUNICATION WORKERS OF AMERICA LOCAL 3109 BY TRS</p> <p>Mail: 1621 ATWOOD DR PENSACOLA, FL 32514</p> <p>Situs: 1621 ATWOOD DR 32514</p> <p>Use Code: STORE, 1 STORY</p> <p>Taxing Authority: COUNTY MSTU</p> <p>Tax Inquiry: Open Tax Inquiry Window</p> <p>Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector</p>	<p>Assessments</p> <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th><u>Cap Val</u></th> </tr> </thead> <tbody> <tr> <td>2020</td> <td>\$210,000</td> <td>\$88,427</td> <td>\$298,427</td> <td>\$282,185</td> </tr> <tr> <td>2019</td> <td>\$171,000</td> <td>\$85,532</td> <td>\$256,532</td> <td>\$256,532</td> </tr> <tr> <td>2018</td> <td>\$171,000</td> <td>\$80,322</td> <td>\$251,322</td> <td>\$251,322</td> </tr> </tbody> </table> <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Market Value Breakdown Letter</p> <p style="text-align: center;">Tax Estimator</p> <p style="text-align: center;">Report Storm Damage</p> <p style="text-align: center;">Download Income & Expense Survey</p>	Year	Land	Imprv	Total	<u>Cap Val</u>	2020	\$210,000	\$88,427	\$298,427	\$282,185	2019	\$171,000	\$85,532	\$256,532	\$256,532	2018	\$171,000	\$80,322	\$251,322	\$251,322
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<p>Sales Data</p> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>01/1970</td> <td>495 248</td> <td>\$6,300</td> <td>WD</td> <td></td> </tr> <tr> <td>01/1907</td> <td>1129 624</td> <td>\$100</td> <td>QC</td> <td></td> </tr> <tr> <td>01/1907</td> <td>1129 623</td> <td>\$18,800</td> <td>WD</td> <td></td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</p>	Sale Date	Book Page	Value	Type	Official Records (New Window)	01/1970	495 248	\$6,300	WD		01/1907	1129 624	\$100	QC		01/1907	1129 623	\$18,800	WD		<p>2020 Certified Roll Exemptions</p> <p>FRATERNAL AND OTHER</p> <p>Legal Description</p> <p>BEG AT SW COR OF SEC ELY 662 FT NLY 660 FT FOR BEG ELY 295 15/100 FT SLY 295 15/100 FT WLY 295 15/100 FT NLY 295...</p> <p>Extra Features</p> <p>ASPHALT PAVEMENT CHAINLINK FENCE</p>
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01/1907	1129 623	\$18,800	WD																		
<p>Parcel Information</p> <p style="text-align: right;">Launch Interactive Map</p>																					

**Section
Map Id:**
[18-1S-30-2](#)

**Approx.
Acreage:**
3.1716

Zoned:
HDMU

**Evacuation
& Flood
Information**
[Open
Report](#)



Buildings

Address:1621 ATWOOD DR, Year Built: 1981, Effective Year: 1981, PA Building ID#: 51808

Structural Elements

DECOR/MILLWORK-BELOW AVERAGE

DWELLING UNITS-0

EXTERIOR WALL-METAL-MODULAR

FLOOR COVER-CARPET

FOUNDATION-SLAB ON GRADE

HEAT/AIR-CENTRAL H/AC

INTERIOR WALL-DRYWALL-PLASTER

NO. PLUMBING FIXTURES-4

NO. STORIES-1

ROOF COVER-BLT UP MTL/GYP

ROOF FRAMING-RIGID FRAME/BAR

STORY HEIGHT-10

STRUCTURAL FRAME-RIGID FRAME

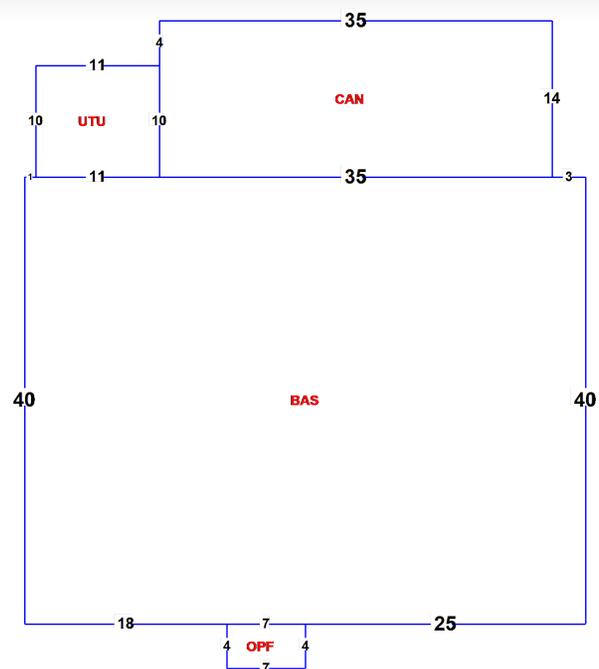
Areas - 2628 Total SF

BASE AREA - 2000

CANOPY - 490

OPEN PORCH FIN - 28

UTILITY UNF - 110

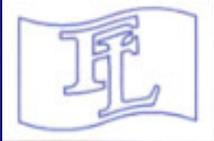


Images



2/20/19

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



**Appraisal Report
REAL ESTATE APPRAISAL**

**Of
COMMERCIAL LAND**



**1621 Atwood Drive
Pensacola, FL**

**As of
December 23, 2020**

Prepared For
Ms. Deana Stallworth
City of Pensacola
222 West Main Street
Pensacola, FL, 32502

Prepared by
FRUITTICHER-LOWERY APPRAISAL GROUP, INC.
Rodger Lowery, MAI, FL-RZ1922

Appraisal Order:
RL20137L-E

PART ONE: INTRODUCTION



**FRUITTICHER - LOWERY
APPRAISAL GROUP**

3000 LANGLEY AVENUE * SUITE 402 * PENSACOLA, FLORIDA 32504 * (850) 477-0419 FAX (850)477-7931

January 6, 2021

City of Pensacola
222 West Main Street
Pensacola, FL 32502

Attn: Ms. Deana Stallworth,
Property Lease Mgr.

Letter of Transmittal
RE: An Appraisal Report of the
Commercial Land located at 1621 Atwood
Drive in Pensacola, FL.

Dear Ms. Stallworth:

At your request, information was obtained and reviewed of the above referenced property for the purpose of estimating the current market value of the Fee Simple estate of the Commercial Land. In compliance with the "Uniform Standards of Professional Appraisal Practice", this letter of transmittal is followed by an appraisal report in which all applicable approaches to value are used and with the value conclusion reflecting all known information about the subject property, current and projected market conditions, and other available data. This report contains to the fullest extent possible and practical, explanations of the data, reasoning and analysis used to develop the opinion of value. It also includes thorough descriptions of the subject property, the property's locale, the market for the property type, and my opinion of highest and best use.

Market value will be defined in the appraisal report, but basically assumes a willing buyer-seller, both knowledgeable of the subject real estate market and with the valuation at the property's highest and best use. Both exposure and marketing time periods are estimated to be between 3-6 Months. In accordance with USPAP, I am informing the client that I have performed no other services regarding the subject property within the past three years prior to the engagement of these services.

RODGER K. LOWERY, MAI
State-Certified General Real Estate Appraiser
FL #RZ0001922 * AL #G00445



TOM FRUITTICHER, MAI
State-Certified General Real Estate Appraiser
FL #RZ0002029 * AL #G00788

The subject property consists of a currently developed 138,155 square foot or 3.17-acre parcel of land located in Pensacola, Escambia County, Florida. The property is zoned "HDMU", with the existing improvements being an allowable use for the site. The subject site contains approximately 138,155 square feet of land area with approximately 295.96 feet of frontage along the south side of Atwood Drive and similar frontage along the northern right-of-way of Interstate 10 with no access to the interstate. The property is zoned HDMU, High Density Mixed-Use allowing for a variety of residential and commercial uses. The property is improved with an approximate 2,000 square foot below average, metal frame office building that is considered to contribute no value to the site. The improvements were constructed in 1981 and are considered to be at the end of their economic life.

Given the current uncertainty surrounding the impact of COVID-19 on the real estate market and individual property valuations, it is incumbent upon appraisers to understand and analyze the current market conditions when providing an opinion of value. I have interviewed commercial real estate brokers in the Pensacola, Fort Walton Beach and Destin markets regarding the effects on active listings. According to Justin Beck of Beck Partners, the multifamily market remains strong after an initial increase in collections and late rents. Retail and office space were hit the hardest but appears to be stabilizing. One corporate client with a large office footprint in the area has moved forward with lease renewals even with contraction clause in their leases. Rent collections on the commercial side are at 97% with the main issues being the businesses most affected by the closure such as hair and beauty salons.

Jayne Nabors of NBI Properties indicated rent collections are much better than originally expected and he stated the PPP Funds helped most businesses and tenants. He indicated he had one client back out of signing a contract on an apartment, but he expects the client to be back once the market/businesses open back up.

According to Tom Poulos with D.R. Horton, the homebuilder continues to report record number of contracts signed for new homes with no slowdown in sight. Sales slowed at first during the quarantine but has since rebounded beyond any expectation. This is also expected to continue as low interest rates continue to drive the residential market.

The market participants in general expect this current pandemic will not have any additional effect on the overall property values. In conclusion, the participants do not expect this to have a lasting effect on commercial property values. This is subject to change if the new administration forces an economic shutdown.

This appraisal is based upon extraordinary assumptions that have been used in the analysis. The assumptions could affect the value reported.

1. This appraisal is based upon the extraordinary assumption that the existing improvements have reached the end of their economic lives and contribute no value to the property.
2. This appraisal is based upon the extraordinary assumption that there are not environmental hazards or issues that would adversely affect the value or marketability of the property.

Subject to the above and the limiting conditions and certification as set forth herein, it is my opinion that the current market value of the Fee Simple estate as of the last date of inspection, December 23, 2020, was:

CURRENT MARKET VALUE

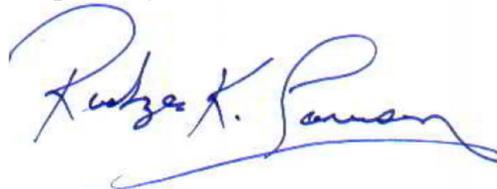
THREE HUNDRED NINETY THOUSAND DOLLARS

\$390,000

I hereby certify I have no interest, present or contemplated, in the appraised property. This appraisal has been prepared utilizing all of the requirements set forth as Standards for Real Estate Appraisals as established for federally related transactions and the State of Florida. The appraisal conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) and the requirements of the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA). The fee for this appraisal was not based on a minimum value nor was the assignment undertaken based on a pre-determined value or guaranteed loan amount.

I appreciate the opportunity of doing this work for you and your client. After your review, should you have questions, please don't hesitate to call.

Respectfully submitted,



Rodger K. Lowery, MAI
State-Certified General Real Estate Appraiser #RZ1922
RLowery@FLAG1.Net
Phone – (850) 477-0419, ext. 101

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SUMMARY OF SALIENT FACTS AND CONCLUSIONS

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

CLIENT:	City of Pensacola
INTENDED USER:	The intended user of this report is the City of Pensacola. No other users are intended by the appraiser.
INTENDED USE:	The intended use is for the City of Pensacola in negotiating the purchase of the subject..
PROPERTY LOCATION:	The parcel is located along the south right-of-way of Atwood Drive at the south end of Whitmire Drive in Pensacola. The Commercial Land has a street address of 1621 Atwood Drive, Pensacola, Florida.
SITE SIZE:	The existing parcel contains approximately 138,155 square feet or 3.17-acres. The subject property has Average access with frontage as follows: <ul style="list-style-type: none">• Atwood Drive: 295.96 feet
ZONING:	The subject property is zoned HDMU. The HDMU district allows for a variety of commercial and residential uses. Given the size of the subject, numerous uses would be legally permissible.
ENVIRONMENTAL CONCERNS:	The property appears to have no areas of environmental concerns. No evidence of surface soil stain was noted on the property and there does not appear to be any jurisdictional wetlands associated with the site.
HIGHEST AND BEST USE:	The highest and best use as vacant is assemblage with the adjacent parcel to the east owned by the City for expansion of the Pensacola Energy property.
DATE OF VALUE:	The current date of value is December 23, 2020.
ASSESSED VALUE:	\$298,427
ANNUAL PROPERTY TAXES:	\$125

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

PROPERTY Fee Simple Estate
RIGHTS
APPRAISED:

VALUE INDICATIONS – MARKET VALUE

Summary of Values	
Value Premise	As Is
	12/23/2020
Sales Comparison Approach	\$390,000
Value Conclusion:	\$390,000

SCOPE OF THE APPRAISAL PROCESS

The client for this appraisal report is the City of Pensacola which is also the intended user of this report. The intended use of this appraisal is for the City of Pensacola in negotiating the purchase of the subject. by City of Pensacola. The type of value opinion being provided is the market value of the fee simple estate. The current date of value is the date of the last inspection of the property of December 23, 2020.

In an effort to meet your requirements, as well as conforming to the Uniform Standards of Professional Appraisal Practice (USPAP) and FIRREA requirements, a visual inspection was made of the subject property. The Escambia County Property Appraisers website and the Escambia County Planning Department website was relied upon for site size, improvement size and age and zoning. The owner's representative provided the information regarding the asking prices for the subject. Notes were taken during the inspection of the property for use in the description write-ups found within this report.

In addition to the physical inspection, research was conducted on a regional and neighborhood basis in an effort to identify trends and factors, which have an effect on area property values. A search was conducted to find recent land sales similar to the subject property. The sales were extracted from public records information, confirmed with one of the parties to the sale, and then written up in detail. They were then adjusted for various differences and reconciled into a value indication via the sales comparison approach with the final market value concluded for the Current as-is value.

PURPOSE OF APPRAISAL

PURPOSE OF APPRAISAL

The purpose of this appraisal is determine the current market value of the fee simple estate of the subject property. The objective of this report is to present the data and reasoning used to form this opinion of value.

USE OF APPRAISAL

This appraisal is being prepared for use by City of Pensacola. The intended use of this appraisals is for the City of Pensacola in negotiating the purchase of the subject.

DATE OF VALUE AND OF PROPERTY INSPECTIONS

The property was last inspected on December 23, 2020, which is also the current date of value. This report was signed on January 6, 2021.

PROPERTY RIGHTS APPRAISED

There are several different types of ownership interest that can be appraised. These include the Fee Simple Estate ownership interest, the Leased Fee ownership interest and the Leasehold ownership interest.

“Fee Simple Estate” has been defined as:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."¹

“Leased Fee Estate” has been defined as:

"An ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of the lessor (the leased fee owner) and the leased fee are specified by contract terms contained within the lease"²

“Leasehold estate” has been defined as:

"The interest held by the lessee (the tenant or renter) through a lease conveying the rights of use and occupancy for a stated term under certain conditions."³

The property rights being appraised are those of the fee simple estate.

¹ Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition. (Chicago, Illinois: Appraisal Institute, 2015), pg. 90.

² Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition. (Chicago, Illinois: Appraisal Institute, 2015), pg. 128.

³ The Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition. (Chicago, Illinois: Appraisal Institute, 2015), pg. 128.

MARKET VALUE DEFINITION AND IMPLICATIONS

The definition of market value as currently stated by The Office of the Comptroller of the Currency is as follows:

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

- A. Buyer and seller are typically motivated;
- B. Both parties are well informed or well advised and each acting in what they consider their own best interest;
- C. A reasonable time is allowed for exposure in the open market;
- D. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto;
- E. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”⁴

⁴ The Office of the Comptroller of the Currency, 12CFR, Part 34

IDENTIFICATION OF THE PROPERTY

IDENTIFICATION OF THE PROPERTY

PROPERTY ADDRESS: The parcel is located along the south right-of-way of Atwood Drive at the south end of Whitmire Drive in Pensacola.

LEGAL DESCRIPTION: Lengthy legal description included in the addendum.

OWNER OF RECORD: The owner of record is Communications Workers of America

TYPE OF OWNERSHIP: Fee Simple Estate

PHYSICAL: The subject site contains approximately 138,155 square feet of land area with approximately 295.96 feet of frontage along the south side of Atwood Drive and similar frontage along the northern right-of-way of Interstate 10 with no access to the interstate. The property is zoned HDMU, High Density Mixed-Use allowing for a variety of residential and commercial uses. The property is improved with an approximate 2,000 square foot below average, metal frame office building that is considered to contribute no value to the site. The improvements were constructed in 1981 and are considered to be at the end of their economic life.

HISTORY OF THE PROPERTY

HISTORY OF THE PROPERTY

Five Year Sales History – The subject property has remained under the current ownership for more than the past five years. According to the owner’s representative, the asking price for the property is \$750,000, however the property has not been listed for sale on MLS or CMLS. The asking price appears to be well above market value.

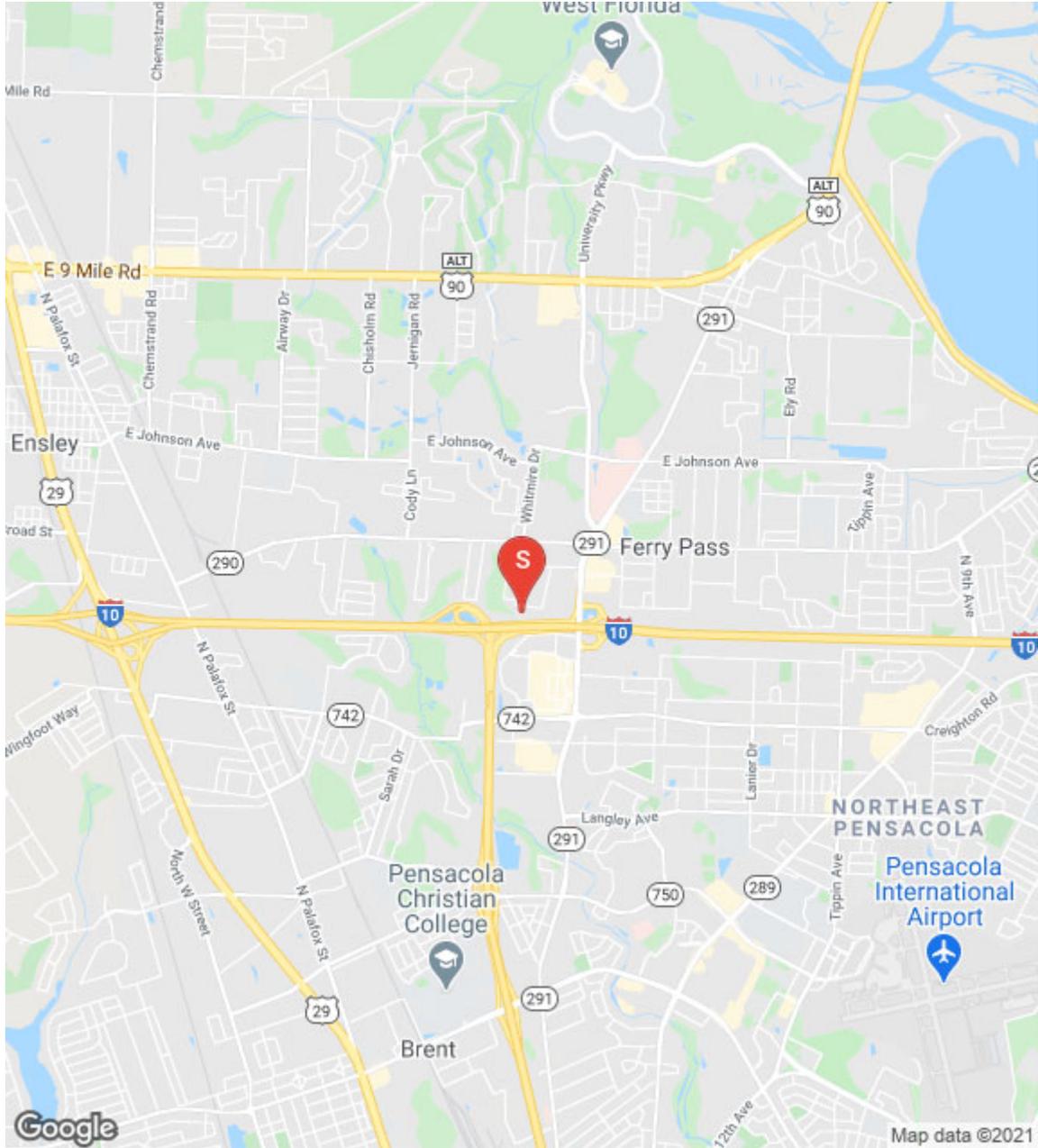
Other than noted above, I am unaware of any other transactions, options or listings regarding the subject property.

HISTORY OF THE PROPERTY

PART TWO: DESCRIPTIONS, ANALYSIS AND VALUE CONCLUSIONS

NEIGHBORHOOD AREA ANALYSIS

NEIGHBORHOOD AREA LOCATION MAP



NEIGHBORHOOD ANALYSIS

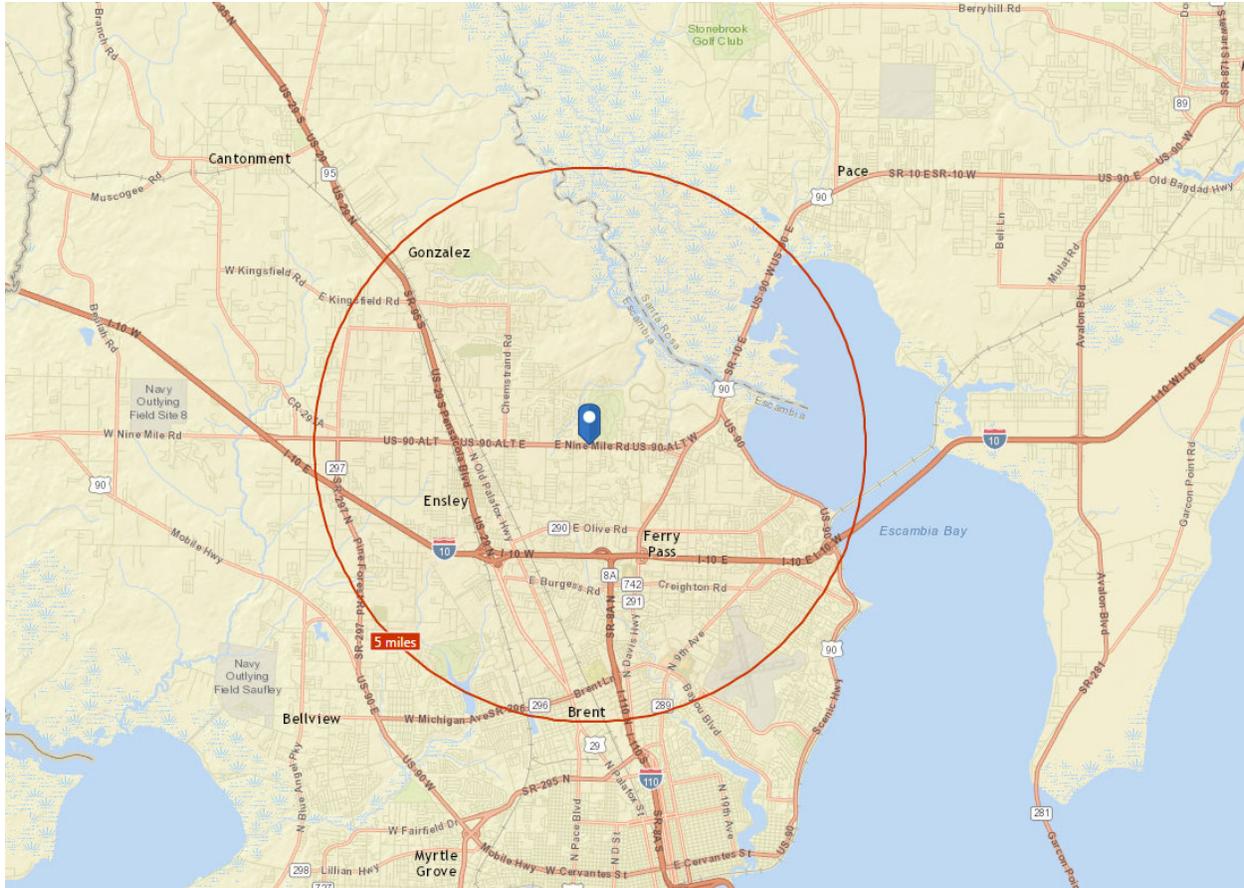
A neighborhood is defined in *The Dictionary of Real Estate Appraisal*, Fifth Edition 2010, as "A group of complementary land uses; a congruous grouping of inhabitants, buildings, or business enterprises."⁵ Neighborhood boundaries are defined because properties within neighborhoods tend to be similar in characteristics with regard to land use and desirability, and are affected by similar physical, economic, governmental, and social forces.

The subject's neighborhood is bound to the north by Cantonment, a suburb of Pensacola, Escambia Bay to the east, Mobile Highway to the south and Pine Forest Road to the west. Major east/west arterials include Nine Mile Road and Interstate 10, and major north/south arterials include Mobile Highway, Highway 29, I-110, Davis Highway and University Parkway. These main arterial roadways provide quick access from the northwest portion of Pensacola to all other points within the city. Other roadways that offer good access to other points in Pensacola include Kingsfield Road and Beulah Road.

To aid in the research of the subject neighborhood, a demographic study from *The Site To Do Business* was obtained using a five-mile ring study area from the center of the neighborhood as illustrated on the map below.

⁵ Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 5th ed. (Chicago: Appraisal Institute, 2010), pg. 133.

NEIGHBORHOOD ANALYSIS



The total population living within a five-mile radius around Nine Mile Road for 2019 was indicated to be 105,195, which indicates approximately a 7.5% increase in population from 2010. The projected population for 2024 is 109,438, which indicates an increase of approximately 4%. The main driving force for the population increase is the location of the Navy Federal Credit Union Campus located on Nine Mile Road just west of I-10. Currently, the Navy Federal Credit Union campus employs over 5,715 people and they are rapidly expanding. By 2026 they expect to employ 10,000 people at this campus, which will most likely create a higher demand for housing within the circle study area.

Another key component to the anticipated growth in this area of Pensacola is that this is one area of Pensacola with an abundant amount of undeveloped land, making new development more cost effective. Additionally, the area is expected to see an increase in population due to its proximity to Mobile, Alabama where the Airbus A320 is being assembled at Brookley Aeroplex. Beginning in 2015, this facility produces 40 to 50 aircraft annually. In addition to the main assembly plant, there are already several support manufacturers in place in industrial parks within

NEIGHBORHOOD ANALYSIS

100 miles of Mobile, allowing for vendors to provide parts for assembly within the required time constraints.

In 2015, there were 1,349 detached, single-family homes sold within the 5-mile radius area (112/month) and the average sold price was \$133,397. In 2016 this increased to 1,408 homes sold (117/month) and the average value increased 16% to \$154,742. In 2017 there were 1,329 sales and the average sales again increased 5.1% to \$162,558. In 2018 there were 1,352 sales and the average sales again increased 7% to \$174,095. Currently (September 2019) there are 370 active listings for detached, single-family residential homes in this area. Based on the number of homes sold from 2018, there is a 3-to-4-month supply of existing homes. Area economists Rick Harper state that once the existing home supply reaches a 9-month supply, new home construction is required. Based on the current number of homes sold and the existing supply, new home construction is needed in the subject's neighborhood area. Currently, several homebuilders such as Adams Homes, DR Horton, Henry Homes and Thomas Homes are constructing on residential lots and new subdivisions are actively being constructed. New home sales in the area have been strong and with the anticipated growth, new home construction should be ongoing for the next few years. With supplies dwindling, the values can be expected to continue to increase.

In order to accommodate the anticipated increase in population and traffic in the immediate area, Escambia County has pushed the Federal Government to install an exit from Interstate 10 to Beulah Road or close by. This exit is part of an overall plan that will serve as a "beltway" connector proposed from North Escambia to Santa Rosa County and serve to aid in hurricane evacuation. The proposed beltway connector would link Highway 90 to the new I-10 Beulah exit through North Escambia, across the Escambia River in the vicinity of Quintette Road to Pace in Santa Rosa County. The map below depicts the proposed beltway in red. This beltway and Interstate exit will be just east of the subject and will provide almost direct interstate access, which is highly desirable.

NEIGHBORHOOD ANALYSIS



Recently Navy Federal Credit Union announced its latest and greatest expansion plans to its Pensacola campus, which currently employs over 5,715 people. The Phase I construction costing \$195 million is large enough to add an additional 2,000 jobs. Navy Federal purchased an adjoining 240 acres and is in the process of a Phase II, \$350 million expansion. They are currently the largest Federal Credit Union in the world and this main campus has workers with average salaries of \$44,000. This investment is also estimated to bring around 1,000 new indirect jobs to the regional economy. NFCU announced they expect to have a total of 10,000 employees at their Nine Mile Road, Pensacola location by 2026. Once these planned expansions are completed, Navy Federal will by far be the largest employer for the Pensacola MSA. These announcements will help in the local economic development efforts for recruiting more regional, national and international firms to the area.

Adjacent to the Navy Federal's Heritage Oaks campus is an approximate 640-acre parcel that was a Navy Outlying Landing Field (OLF) that was recently purchased by Escambia County for the development of a commerce park expected to eventually create an additional 4,000 jobs. Escambia County traded a 601-acre parcel in Santa Rosa County to relocate the current OLF. The County is expected to spend between \$10 million and \$15 million to develop the commerce park.

The Navy Federal Campus is found at the western end of Nine Mile Road and the Eastern end of Nine Mile Road is anchored by the University of West Florida. The UWF campus encompasses 1,600 acres and the student population is around 13,000 as of 2019 and is expected to continue to grow. In 2016/2017 they started a football program that has done very well over the past few years. They also have a state-of-the-art computer school, and their cyber security program is rapidly growing to meet the public's needs. The campus is said to be a major engine of growth and development in the area with a \$1.1 billion annual economic impact on the region.

NEIGHBORHOOD ANALYSIS

Overall, the subject neighborhood has a very positive outlook. With the expansion of Navy Federal Credit Union and UWF, the population should continue its upward trend. There are large vacant land tracts available for new subdivisions, and as demand for new homes increase, prices should continue to increase. Escambia County's new commerce park should aid in this continued growth. As the population increases, new single-family homes, multi-family homes and commercial development should follow to create the needed infrastructure to support the increased population. The subject neighborhood appears poised to become the next big growth area for Pensacola, as most of the remaining areas of Pensacola have already been fully developed.

TAXES AND ASSESSMENT ANALYSIS

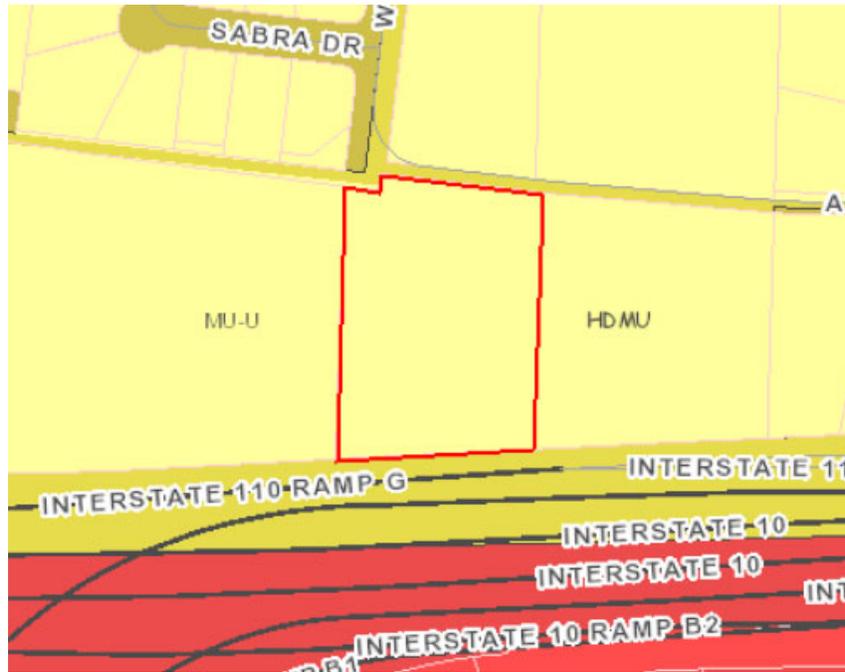
TAXES AND ASSESSMENT ANALYSIS

The subject property is assessed by the Escambia County Property Appraiser. The current assessment is allocated as \$210,000 for the land and \$88,427 for the improvements for a combined assessment of \$298,427 . The annual taxes total \$125 and are paid in full with no taxes in arrears.

It is noted that the sale of the property would likely trigger a reassessment of the property with property taxes possibly increasing.

Real Estate Assessment and Taxes									
Tax ID	Land	Improvements	Other	Total Assessment	Per SF GBA	Per Acre	Tax Rate	Taxes	Assessment Year
18-1S-30-4313-000-000	\$210,000	\$88,427	\$0	\$298,427	\$0.00	\$94,093.52	\$0.04	\$125.33	2021

LAND USE PLANNING, ZONING, CONCURRENCY



ZONING CODE:

HDMU

ZONING DESCRIPTION:

The High Density Mixed-Use district is intended to provide for a mix of neighborhood retail sales, services and professional offices with greater unit density and diversity than the Low Density Mixed-Use district. The district allows for a complimentary mix of high density residential uses and compatible non-residential uses within urban areas.

ZONING DENSITY/FAR:

25 DU/Acre

CURRENT USE LEGALLY CONFORMING:

legally permissible use

ZONING CHANGE LIKELY:

A zoning change is unlikely.

ZONING COMMENTS:

The HDMU district allows for a variety of commercial and residential uses. Given the size of the subject, numerous uses would be legally permissible.

PUBLIC AND PRIVATE RESTRICTIONS

The only known public and private restrictions are those imposed by the zoning ordinance for Escambia County. I am unaware of any other public or private restrictions regarding the subject property.

ENVIRONMENTAL CONCERNS

I am unaware of any environment conditions that would adversely affect the marketability or value of the subject property.

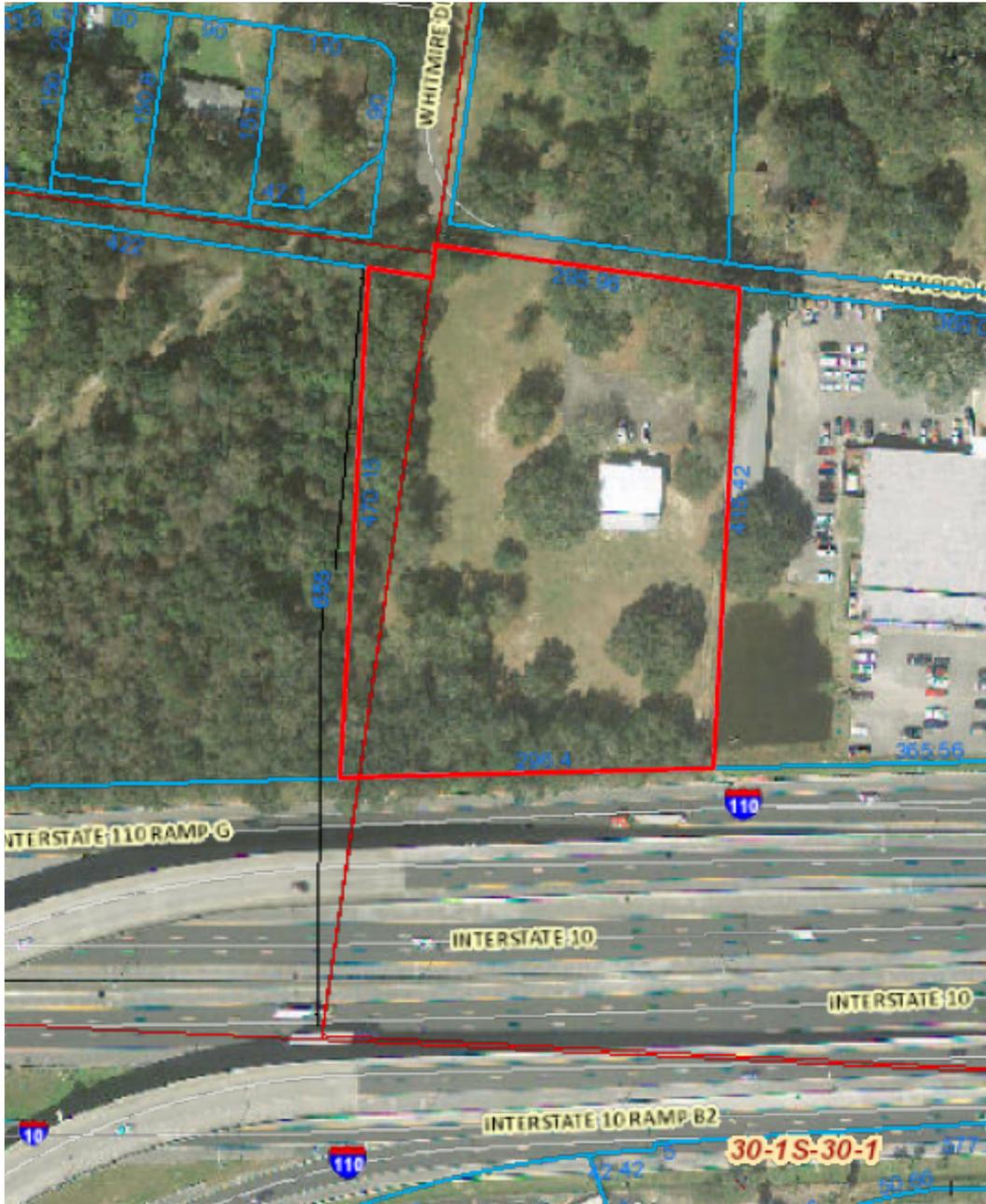
The above is a very important assumption and limiting condition to the appraisal. From the viewing of the site, no evidence of hazardous substances “obvious to the untrained person” were observed, and no communication “through a reasonably reliable person” indicating possible contamination was received; however, I am not an expert in the environmental field and this information should be confirmed by an expert.

SITE PLAT



AERIAL

AERIAL



FLOOD MAP

National Flood Hazard Layer FIRMette



87°13'56"W 30°30'32"N



USGS The National Map: Orthoimagery. Data refreshed October, 2020.

Feet 1:6 000

87°13'19"W 30°30'1"N

PHOTOGRAPHS

PHOTOGRAPHS



Front Exterior View of Improvements



Rear Exterior View of Improvements

PHOTOGRAPHS



View of Land East of Building



View of and South of Building

PHOTOGRAPHS



View of Pensacola Energy Site East



View East along Atwood Drive

PHOTOGRAPHS



View West Along Atwood Drive

SITE DESCRIPTION

SITE DESCRIPTION

For better visualization of this narration, please refer to the preceding drawings and following photographs.

LOCATION: The parcel is located along the south right-of-way of Atwood Drive at the south end of Whitmire Drive in Pensacola.

AREA: The existing parcel contains approximately 138,155 square feet or 3.17-acres.

SHAPE: The shape of the site is slightly irregular with a basic rectangular shape.

DIMENSIONS: There are numerous dimensions noted on the survey included on a previous page.

INGRESS/EGRESS: The subject property has Average access with frontage as follows:
• Atwood Drive: 295.96 feet
The site has an average depth of 443 feet.

TOPOGRAPHY: The site is basically level with no irregular topographical features.

FLOOD DATA: The subject is located in an area mapped by the Federal Emergency Management Agency (FEMA). The subject is located in FEMA flood zone X, which is not classified as a flood hazard area.

FEMA Map Number: 12033C0315G
FEMA Map Date: September 29, 2006

The subject is outside the 500-year flood plain. The appraiser is not an expert in this matter and is reporting data from FEMA maps.

DRAINAGE: The subject property is improved with a storm-water drainage pond and the drainage for the site appears to be average for the area.

SOIL COMPOSITION: The soil is of a sandy composition. Based on the existing and nearby improvements located upon similar soil types, it appears that this land is well suited for commercial and residential development.

UTILITIES ON SITE: All utilities are available to the subject site.

Electricity: Gulf Power

Water Supply Type: ECUA

SITE DESCRIPTION

Sewer: ECUA
Natural Gas: Pensacola Energy
Underground Utilities: The site is serviced by underground utilities.
Irrigation Water: The site has a sprinkler system.

EASEMENTS/
ENCROACHMENTS: None noted.

RESTRICTIONS: The only known restrictions are imposed by the Escambia County.
No other restrictions are known.

CONCLUSION OF
CONFORMITY: The subject site contains approximately 138,155 square feet of land area with approximately 295.96 feet of frontage along the south side of Atwood Drive and similar frontage along the northern right-of-way of Interstate 10 with no access to the interstate. The property is zoned HDMU, High Density Mixed-Use allowing for a variety of residential and commercial uses. The property is improved with an approximate 2,000 square foot below average, metal frame office building that is considered to contribute no value to the site. The improvements were constructed in 1981 and are considered to be at the end of their economic life.

HIGHEST AND BEST USE

A brief definition of the term "highest and best use" would be:

"The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability."⁶

Implied within this definition is recognition of the contribution of that specific use to community environment or to community development goals in addition to wealth maximization. Also implied is that the determination of highest and best use results from the appraiser's judgment and analytical skills, i.e., that the use determined represents an opinion, not a fact.

The Highest and Best Use section of this report is the pivotal point in the appraisal process. All previous data is used to test the four criteria of: (1) legally permitted, (2) physically possible, (3) economically feasible, and (4) maximally productive.

LAND AS THOUGH VACANT

Legally Permissible - All legally permissible uses should be analyzed when considering a site's highest and best use. The zoning maps indicate the subject property is zoned "HDMU", High Density Mixed-Use allowing for a variety of residential and commercial uses. Numerous residential and commercial uses would appear to be a legally permissible use assuming all setback and parking requirements are met.

Physically Possible - Of the legally permissible adaptations of the site, those physically possible uses require consideration and analysis. The size and location of the parcel are important aspects of value. The subject property consists of an approximate 3.17-acre site with frontage along Atwood Drive and visibility from Interstate 10 in Pensacola, Florida. Given the size and location of the site, residential or commercial uses would be physically possible uses of the site.

⁶ Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, 2015, pg. 109.

HIGHEST AND BEST USE

Financial Feasibility - Of the legally permissible and physically possible adaptations of the site, only those uses which are financially feasible should be considered. Given the interior location, a retail use or professional office use would likely not be a physically possible use. Due to the location, the only financially feasible use of the site would be an industrial use such as an office/warehouse, a residential use or assemblage with an adjoining property for expansion such as the City's property to the east.

Maximally Productive - The financially feasible use which results in the greatest return to the land is the one which is considered to be the highest and best use of the land. Based upon the location of the subject along an interior roadway with limited visibility except from Interstate 10, the most productive use of the site as vacant would be the development of an industrial office/warehouse use maximizing the utility of the land. This is the most productive use of the vacant land.

AS IMPROVED

The highest and best use as improved is razing the existing improvements for redevelopment of the site to the highest and best use as vacant.

EXPOSURE TIME

According to the *2017-2018 USPAP*, the definition of the term “exposure time” would be:

“The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.”;⁷

In other words, this is a retrospective estimate based upon an analysis of past events assuming a competitive and open market. Based on the sales found within this report and conversations with local market participants, the subject’s exposure time is estimated to be 3-6 Months. This exposure time assumes the sale to have been handled by a knowledgeable real estate broker familiar with the subject real estate market.

⁷ USPAP 2018-2019 Edition. (The Appraisal Foundation, 2018-2019), pg. 4.

MARKETING TIME

A brief definition of the term “marketing time” would be:

“The time it takes an interest in real property to sell on the market subsequent to the date of an appraisal.”⁸

Based on the sales found within this report, current listings and conversations with local market participants, the subject’s marketing time is estimated to be 3-6 Months. This marketing time assumes the sale to be handled by a knowledgeable real estate broker familiar with the subject real estate market. It also assumes aggressive real estate sales tactics and readily available contacts active in the subject real estate market. The subject’s marketing time is considered to be reflective of the exposure time as little change is expected in the market.

⁸ Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015), pg. 140.

THE VALUATION PROCESS

There are three (3) commonly accepted approaches to value: The Cost Approach, Income Approach, and Sales Comparison Approach. All three utilize market derived information and are “market driven” approaches, as will be shown in the analysis.

The Cost Approach is a summation of land value and improvement value. The land is valued as though vacant and available for its highest and best use. The improvement is valued by first estimating the reproduction costs new from which all forms of depreciation are deducted. Depreciation can be both from deterioration and obsolescence. Obsolescence is further categorized as functional or external. The analysis of obsolescence, based on the highest and best use analysis, accounts for deductions necessary if the improvement is not adequate for the site.

The steps for the Income approach are to first estimate an economic rent for the subject. This analysis is made even if the property is owner occupied. From the gross potential income there is first deducted allowance for vacancy and collection loss with further deductions then made for the expenses applicable to the type of property being valued. This net operating income is then capitalized into an indication of value through the use of an appropriate capitalization rate.

The Sales Comparison Approach is an estimation of the property value by comparison with recent sales of similar or competitive properties extracted from the subject’s market. The “market”, rather than being the immediate proximity to the subject, is considered that area, local, regional or even national that would be considered by a prospective buyer of the subject property.

These approaches do not make value. They are merely tools in the hands of the appraiser who must carefully weigh each value indication, give appropriate weight to the approach and reconcile into a final value conclusion. Given this is the valuation of land with the improvements contributing no value to the site only the sales comparison approach to value will be employed.

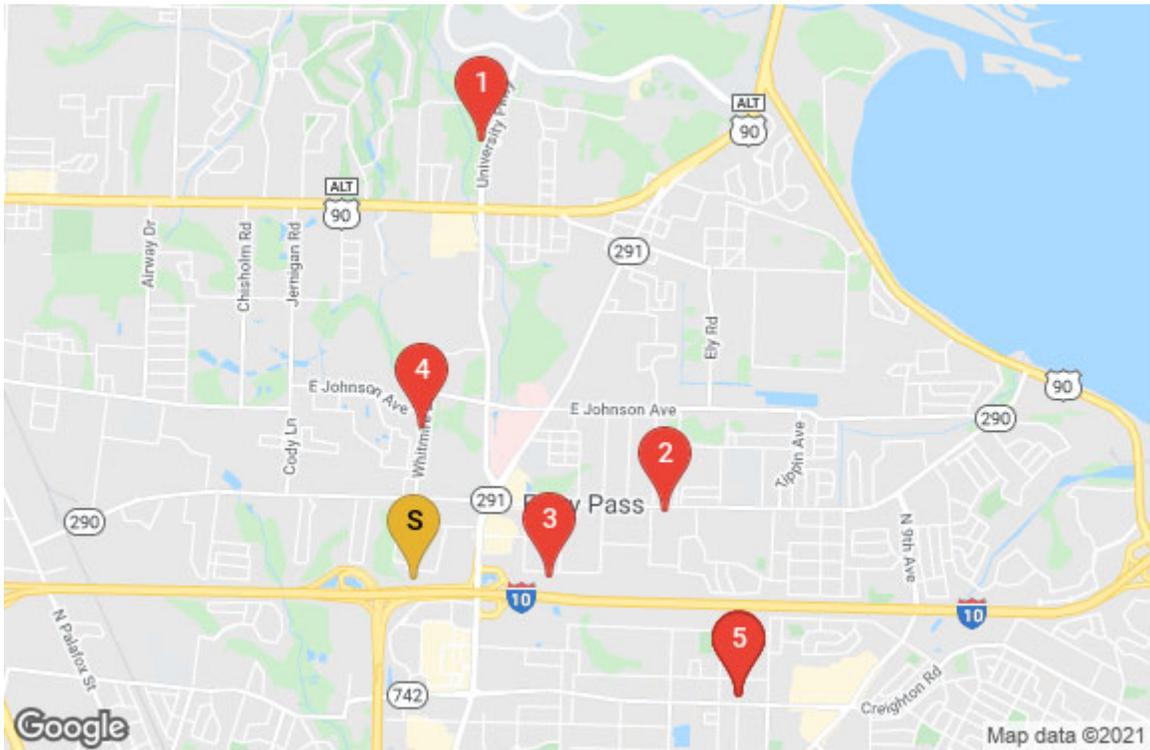
SALES COMPARISON APPROACH

The sales comparison approach involves direct comparisons to the subject property of similar properties that have sold in the marketplace. The approach consists of searching the market for sales, qualifying the sales prices and terms with one of the participants in the sale, comparing the sales to the subject property for differences, adjusting the sales for those differences and formulating an opinion of value from the adjusted value indications. The improved sales which are utilized will be compared on a cost per unit basis depending on the “typical” unit used by market participants.

The market derived adjustments follow a specific, logical order so as not to skew the results. The adjustments listed in order include: Property rights, financing, condition of sale, date of sale or market conditions, location and various physical adjustments which can be considered together. While an adjustment for each may not be required, they are considered resulting in a comparable unit of measure.

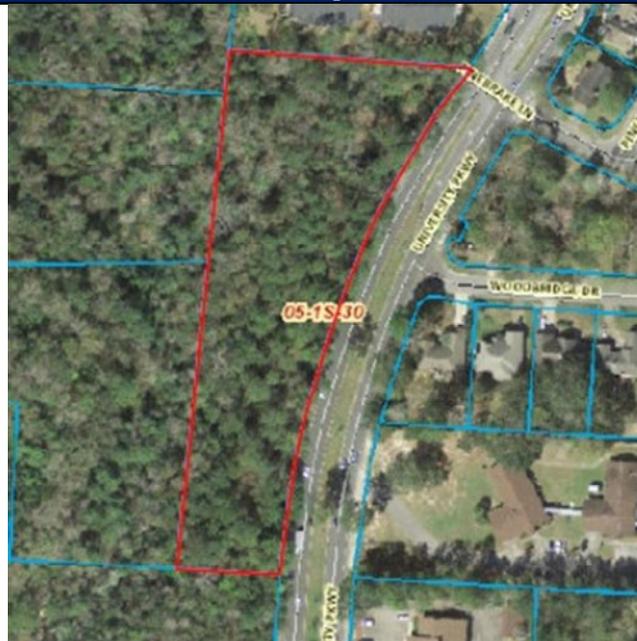
The units of comparison may be physical, such as dollars per square foot of area, or they may be economic, such as gross rent multipliers. These units of comparison yield a pattern which is reconciled and converted to a value indication for the subject via the sales comparison approach.

Land Comparables Map



Comp	Address City	Date Price	Acres Price Per Acre	Land SF Price Per LandSF
Subject	1621 Atwood Drive Pensacola	1/0/1900 --	3.17 --	138,155 --
1	University Parkway Pensacola	8/24/2020 \$1,100,000	3.07 \$358,096	133,808 \$8.22
2	2879 Olive Road Pensacola	4/10/2020 \$255,000	2.45 \$104,265	106,535 \$2.39
3	2255 Atwood Drive Pensacola	5/31/2019 \$125,000	2.40 \$52,083	104,544 \$1.20
4	8407 Whitmire Road Pensacola	5/21/2019 \$185,000	2.93 \$63,140	127,631 \$1.45
5	2114 Creighton Road Pensacola	1/15/2019 \$349,900	2.18 \$160,625	94,890 \$3.69

Land Comparable 1



Transaction			
ID	6032	Date	8/24/2020
Address	University Parkway	Price	\$1,100,000
City	Pensacola	Conditions of Sale	Arm's Length
State	FL	Financing	Cash to Seller
Tax ID	05-1S-30-0509-000-010	Property Rights	Fee Simple
Grantor	Jesta Towers, Inc.	Days on Market	Unknown
Grantee	Spectra UWF Pensacola,	Verification	Rodger Lowery, MAI
Location	NA	County	Escambia
Property Major Type	Land	Zip	32514
Site			
Acres	3.1	Topography	Level
Land SF	133,808	Zoning	Commercial
Road Frontage	NA	Flood Zone	X
Shape	Irregular	Encumbrance or	None noted.
Utilities	All public and private	Environmental Issues	None noted.
Book/Page or Reference	8358/1883	Dimensions	NA
Improvements			
Price Per Acre	\$358,096	Condition	NA
Price Per Land SF	\$8.22	Ancillary Buildings	NA
Price Per Land Unit	\$16,666.67	Parking	
Price Per Usable Land SF	\$8.22		
Comments			

This is the purchase of a 3.0718-acre parcel of land with approximately 722-feet of frontage along the west side of University Parkway, approximately one-half mile south of the campus. The property is zoned Commercial allowing for a variety commercial and residential uses. The buyer plans to develop a student-housing apartment complex with 66-units and 180-beds to be known as Rhelm. The property was purchased for \$1,100,000 or \$16,667/Unit or \$6,111/Bed.

Land Comparable 2

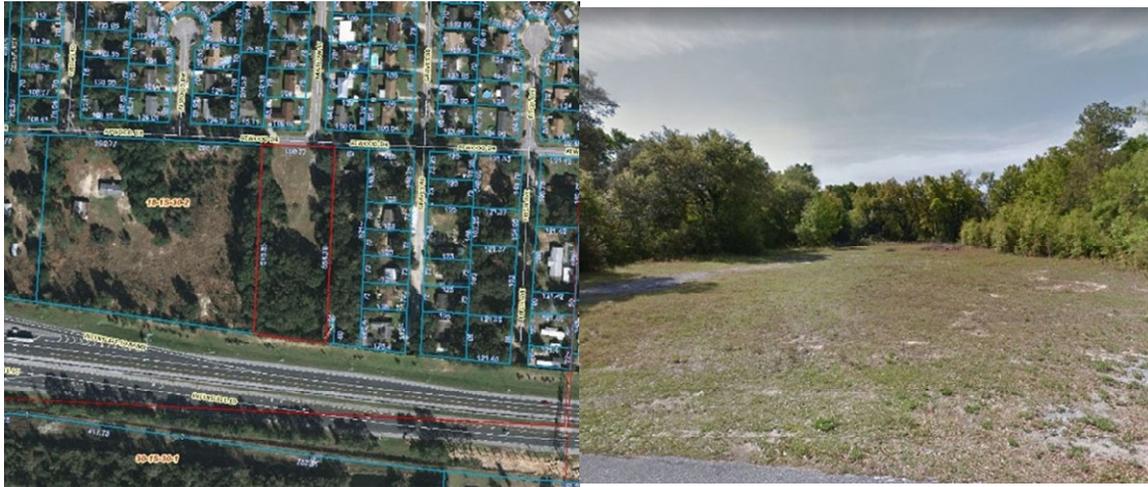


Transaction			
ID	6046	Date	4/10/2020
Address	2879 Olive Road	Price	\$255,000
City	Pensacola	Conditions of Sale	Arm's Length
State	FL	Financing	Cash to Seller
Tax ID	17-1S-30-3000-000-011	Property Rights	Fee Simple
Grantor	Zhike Fang	Days on Market	671
Grantee	MSA Pensacola, LLC	Verification	Rodger Lowery, MAI
Location	NA	County	Escambia
Property Major Type	Land	Zip	32514
Site			
Acres	2.4	Topography	Level
Land SF	106,535	Zoning	High Density Mixed Use
Road Frontage	NA	Flood Zone	X
Shape	Rectangular	Encumbrance or	None noted.
Utilities	All public and private	Environmental Issues	None noted.
Book/Page or Reference	8279/1597	Dimensions	NA
Improvements			
Price Per Acre	\$104,265	Condition	NA
Price Per Land SF	\$2.39	Ancillary Buildings	NA
Price Per Land Unit	NA	Parking	
Price Per Usable Land SF	\$2.39		

Comments

This is the purchase of a 2.5-acre parcel of land located along the south side of Olive Road, just east of Kipling Street in Pensacola. The property was improved with an older office/house that was given no value. The property contains 209 feet of frontage along Olive Road with a depth of 521 feet. The AADT is approximately 18,600 cars and is zoned HDMU, High Density Mixed Use. The property was listed for \$299,900 for 671 days prior to selling at \$255,000.

Land Comparable 3



Transaction			
ID	4532	Date	5/31/2019
Address	2255 Atwood Drive	Price	\$125,000
City	Pensacola	Conditions of Sale	Arm's Length
State	FL	Financing	Cash to Seller
Tax ID	18-1S-30-5201-000-021	Property Rights	Fee Simple
Grantor	Ole Buzzard, LLC	Days on Market	172
Grantee	James D. Stevison	Verification	Gary Watson, Listing
Location	Interior	County	Escambia
Property Major Type	Land	Zip	32514
Site			
Acres	2.4	Topography	Level
Land SF	104,544	Zoning	Commercial
Road Frontage	200	Flood Zone	Zone X
Shape	Rectangular	Encumbrance or	None
Utilities	All	Environmental Issues	None
Book/Page or Reference	8103/1937	Dimensions	199.77 x 534.36 x 519.55 x
Improvements			
Price Per Acre	\$52,083	Condition	NA
Price Per Land SF	\$1.20	Ancillary Buildings	NA
Price Per Land Unit	\$1.20	Parking	
Price Per Usable Land SF	\$1.20		

Comments

This is a rectangular shaped parcel that offers 199.77 feet of frontage along the south side of Atwood Drive, a secondary residential access road, and has a depth of about 530 feet. The land is level and includes no wetlands. The property's southern boundary is I-10 and while this roadway offers exposure, there is no access from it.

Land Comparable 4



Transaction			
ID	4533	Date	5/21/2019
Address	8407 Whitmire Road	Price	\$185,000
City	Pensacola	Conditions of Sale	Arm's Length
State	FL	Financing	Cash to Seller
Tax ID	20-1S-30-1	Property Rights	Fee Simple
Grantor	connie Collinsworth,	Days on Market	632
Grantee	Gregg & Theresa Johnson	Verification	Eric Gleaton, Listing
Location	Interior	County	Escambia
Property Major Type	Land	Zip	32514
Site			
Acres	2.9	Topography	Level
Land SF	127,631	Zoning	HDMU
Road Frontage	333	Flood Zone	Zone X
Shape	Irregular	Encumbrance or	15' Access & Utility
Utilities	All	Environmental Issues	None
Book/Page or Reference	8098/203	Dimensions	Numerous
Improvements			
Price Per Acre	\$63,140	Condition	NA
Price Per Land SF	\$1.45	Ancillary Buildings	NA
Price Per Land Unit	\$1.53	Parking	
Price Per Usable Land SF	\$1.53		

Comments

This is an irregular shaped parcel located on the west side of Whitmire Road, a two lane residential access road. Located along the southern property line is a 15 foot wide access and utility easement that takes away the use of 6,705 square feet of the overall land area or 5% of the total land area. The remaining land area has good utility with 333.47 feet of road frontage and no wetlands. At the time of sale, the property included a 1,070 square foot house constructed in 1949 but it was not considered to contribute to the value of the land.

Land Comparable 5



Transaction			
ID	4380	Date	1/15/2019
Address	2114 Creighton Road	Price	\$349,900
City	Pensacola	Conditions of Sale	Arm's Length
State	FL	Financing	Cash to Seller
Tax ID	31-1S-30-1901-030-001	Property Rights	Fee Simple
Grantor	Betty J. Long	Days on Market	319
Grantee	2114 Creighton, LLC	Verification	Rodger Lowery, MAI
Location	NA	County	Escambia
Property Major Type	Land	Zip	32504
Site			
Acres	2.2	Topography	Level
Land SF	94,890	Zoning	R-2, Medium Density
Road Frontage	315	Flood Zone	NA
Shape	Square	Encumbrance or	NA
Utilities	NA	Environmental Issues	NA
Book/Page or Reference	8029/672	Dimensions	NA
Improvements			
Price Per Acre	160,625	Condition	NA
Price Per Land SF	4	Ancillary Buildings	NA
Price Per Land Unit		Parking	
Price Per Usable Land SF	3.687427548		
Comments			
This is the purchase of a residential parcel located just west of the Walmart Super Center along the north side of Creighton Road. The property is level and was last listed at \$349,900 prior to the sale.			

LAND COMPARABLES MAP

Land Analysis Grid	Subject	Comp 1	Comp 2	Comp 3	Comp 4	Comp 5					
Address	1621 Atwood Drive	University Parkway	2879 Olive Road	2255 Atwood Drive	8407 Whitmire Road	2114 Creighton Road					
City	Pensacola	Pensacola	Pensacola	Pensacola	Pensacola	Pensacola					
State	FL	FL	FL	FL	FL	FL					
Date	12/23/2020	8/24/2020	4/10/2020	5/31/2019	5/21/2019	1/15/2019					
Price	--	\$1,100,000	\$255,000	\$125,000	\$185,000	\$349,900					
Land SF	138,155	133,808	106,535	104,544	127,631	94,890					
Land SF Unit Price	\$0.00	\$8.22	\$2.39	\$1.20	\$1.45	\$3.69					
Transaction Adjustments											
Property Rights	Fee Simple	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%	Fee Simple	0.0%
Financing	Conventional	Cash to Seller	0.0%	Cash to Seller	0.0%	Cash to Seller	0.0%	Cash to Seller	0.0%	Cash to Seller	0.0%
Conditions of Sale	Cash	Arm's Length	0.0%	Arm's Length	0.0%	Arm's Length	0.0%	Arm's Length	0.0%	Arm's Length	0.0%
Adjusted Land SF Unit Price		\$8.22	\$2.39	\$1.20	\$1.45	\$3.69					
Market Trends Through	12/23/2020	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Adjusted Land SF Unit Price		\$8.22	\$2.39	\$1.20	\$1.45	\$3.69					
Location		Superior	Similar	Inferior	Inferior	Superior					
% Adjustment		-40%	0%	20%	10%	-20%					
\$ Adjustment		-\$3.29	\$0.00	\$0.24	\$0.14	-\$0.74					
Land SF	138,155	133,808	106,535	104,544	127,631	94,890					
% Adjustment		0%	0%	0%	0%	0%					
\$ Adjustment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					
Topography	Level	Level	Level	Level	Level	Level					
% Adjustment		0%	0%	0%	0%	0%					
\$ Adjustment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					
Shape	Irregular	Irregular	Rectangular	Rectangular	Irregular	Square					
% Adjustment		0%	0%	0%	0%	0%					
\$ Adjustment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					
Utilities	Gulf Power, ECUA,	All public and private	All public and private	All	All	All					
% Adjustment		0%	0%	0%	0%	0%					
\$ Adjustment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00					
Zoning	HDMU	Commercial	High Density Mixed	Commercial	HDMU	R-2, Medium Density					
% Adjustment		0%	0%	0%	0%	15%					
\$ Adjustment		\$0.00	\$0.00	\$0.00	\$0.00	\$0.55					
Adjusted Land SF Unit Price		\$4.93	\$2.39	\$1.43	\$1.59	\$3.50					
Net Adjustments		-40.0%	0.0%	20.0%	10.0%	-5.0%					
Gross Adjustments		40.0%	0.0%	20.0%	10.0%	35.0%					

Comparable Land Sale Adjustments

The subject site contains approximately 138,155 square feet of land area with approximately 295.96 feet of frontage along the south side of Atwood Drive and similar frontage along the northern right-of-way of Interstate 10 with no access to the interstate. The property is zoned HDMU, High Density Mixed-Use allowing for a variety of residential and commercial uses. The property is improved with an approximate 2,000 square foot below average, metal frame office building that is considered to contribute no value to the site. The improvements were constructed in 1981 and are considered to be at the end of their economic life.

Given the size of the subject property, I searched the subject's neighborhood for recent vacant commercial land sales resulting in the five sales outlined on the previous pages and summarized in the previous chart. These sales occurred between January 2019 and August 2020 and reflected overall prices ranging from \$125,000 to \$1,100,000 or \$1.20 to \$8.22 per square foot. With the properties compared on a "value per square foot" basis, the adjustments considered follow.

PROPERTY RIGHTS SOLD – The property rights being considered are those of the fee simple estate. The property rights transferred in the comparable sales were also those of the fee simple interest. As the interests sold are similar to the interest being appraised, no property rights adjustments are considered to be necessary.

FINANCING - The comparable properties also sold for cash or terms considered similar to a cash sale requiring no financing adjustments.

CONDITIONS OF SALE - All of the sales were arms-length transactions requiring no conditions of sale adjustments.

EXPENDITURES IMMEDIATELY AFTER PURCHASE – None of the sales required expenditures immediately after the sale so no adjustments are necessary.

MARKET CONDITIONS ADJUSTMENT – The sale dates ranged from January 2019 to August 2020 and are considered to be similar to the subject for market condition. As such, no market conditions adjustment will be made.

SALES COMPARISON APPROACH CONCLUSION – LAND VALUATION

LOCATION & PHYSICAL CHARACTERISTIC CONSIDERATIONS – Although the comparable sales are located in the subject’s neighborhood, the locations and zoning vary. These adjustments are discussed as follows.

LOCATION ADJUSTMENT – The subject property is located along an interior roadway with visibility, but no access, from Interstate 10. The location is considered similar to sale two on Olive Road, superior to sales three and four and inferior to sales one and five. Sale one is located along University Parkway north of Nine Mile Road and was purchased for student housing. This location is very superior to the subject. Sales three is located along Atwood Drive on the opposite side of Davis Highway in an inferior location. Sale four is located along Whitmire Road, north of the subject in an inferior location. Sale five is located along Creighton Road in a superior location. Based upon a comparison of the sales to the subject, I apply a downward location adjustment of 40% to sale one with an upward adjustment of 20% to sale three and 10% to sale four and a downward adjustment of 20% to sale five.

ZONING ADJUSTMENT – The subject and sales one, two, three and four have similar zoning. Sale five was zoned R-2, Medium Density Residential by the City of Pensacola. In comparison with sales one thru four, I apply an upward zoning adjustment of 15% to sale five.

Reconciliation – Once the five sales are adjusted, the comparables reflect an adjusted value range from \$1.43 to \$4.93 per square foot with an average of \$2.77/SF. With about equal weight to each adjusted sale, I reconcile at a value for the land at \$2.80 per square foot. Applying this to the subject’s 138,155 square feet indicates a value of \$386,834, rounded to \$390,000.

Sales Comparison Approach Conclusion – Land Valuation

Land Value Ranges & Reconciled Value				
Number of Comparables:	5	Unadjusted	Adjusted	% Δ
Low:		\$1.20	\$1.43	20%
High:		\$8.22	\$4.93	-40%
Average:		\$3.39	\$2.77	-18%
Median:		\$2.39	\$2.39	0%
Reconciled Value/Unit Value:			\$2.80	
Subject Size:			138,155	
Indicated Value:			\$386,834	
Reconciled Final Value:			\$390,000	
Three Hundred Ninety Thousand Dollars				

FINAL AS-IS MARKET VALUE OPINION

THREE HUNDRED NINETY THOUSAND DOLLARS

\$390,000

(December 23, 2020)

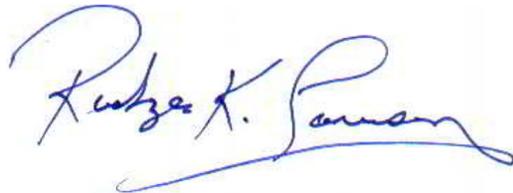
PART THREE: CERTIFICATIONS AND ADDENDA

CERTIFICATION

CERTIFICATION

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

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- I am informing the client that I have performed no other services regarding the subject property within the past three years prior to the engagement of these services.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, I have completed the continuing education program of the Appraisal Institute.
- As of the date of this report, I have completed the Standards and Ethics Education Requirement of the Appraisal Institute.
- The subject of this appraisal report is identified as the Commercial Land located at 1621 Atwood Drive in Pensacola, FL. The estimated current market value of the fee simple estate as of the last date of inspection, December 23, 2020, was \$390,000.



Rodger K Lowery, MAI
State-Certified General Real Estate Appraiser #RZ1922

ASSUMPTIONS AND LIMITING CONDITIONS

1. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
2. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
3. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
4. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
5. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
8. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
9. It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
10. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
11. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.
12. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
13. Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
14. Any proposed improvements are assumed to be completed in a good workmanlike manner in accordance with the submitted plans and specifications.
15. The distribution, if any, of the total valuation in this report between land and improvements applies

EXTRAORDINARY ASSUMPTION:

only under the stated program of utilization. The separate allocations of land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.

16. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event only with proper written qualification and only in its entirety.
17. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.

Extraordinary Assumption:

An extraordinary assumption is an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions.⁹

1. This appraisal is based upon the extraordinary assumption that the existing improvements have reached the end of their economic lives and contribute no value to the property.
2. This appraisal is based upon the extraordinary assumption that there are not environmental hazards or issues that would adversely affect the value or marketability of the property.

Hypothetical Conditions:

A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results but is used for the purpose of analysis.¹⁰

⁹ USPAP 2018-2019 Edition (The Appraisal Foundation) Page 4

¹⁰ USPAP 2018-2019 Edition (The Appraisal Foundation) Page 4

POLICY STATEMENT OF THE APPRAISAL INSTITUTE

1. It is improper to base a conclusion or opinion of value upon the premise that the racial, ethnic or religious homogeneity of the inhabitants of an area or of a property is necessary for maximum value.
2. Racial, religious, and ethnic factors are deemed unreliable predictors of value trends or price variance.
3. It is improper to base a conclusion or opinion of value or a conclusion with respect to neighborhood trends upon stereotyped or biased presumptions relating to the effective age or remaining life of the property being appraised or the life expectancy of the neighborhood in which it is located.

QUALIFICATIONS AS AN APPRAISER

RODGER K. LOWERY, MAI

EDUCATION

Bachelor of Science Degree - 1991
Florida State University
Tallahassee, Florida

Core Courses - Real Estate Major

Real Estate Feasibility Analysis, Real Estate Market Analysis, Real Estate Finance, Real Estate Appraisal, Legal Environment of Real Estate, Commercial Bank Administration, Urban Planning and Growth Management, Comprehensive Planning

Appraisal Institute Courses:

110: Appraisal Principles – 1994, 120: Appraisal Procedures – 1994, 310: Basic Income Capitalization – 1993, 410/420: Standards of Professional Practice – 1992, 430: Standards of Professional Practice Part C – 1999, 510: Advanced Income Capitalization – 1993, 520: Highest and Best Use and Market Analysis – 2000, 530: Advanced Sales Comparison and Cost Approaches – 1998, 540: Report Writing and Valuation Analysis – 1994, 550: Advanced Applications – 1994

Appraisal Institute Seminars

Reassigning, Readdressing and Reappraising – 2005, Supervisor/Trainee Roles and Relationships – 2010, Data Confirmation and Verification Methods – 2001, Scope of Work and Business Practices and Ethics – 2005, Effective Report Writing – 2003, Intro. To GIS Appl. For Real Estate – 2006, Analyzing Operating Expenses – 2006, Feasibility, Market Value, Investment Timing: Option Value – 2007, Using Your HP12C Financial Calculator – 2007, Online Data Verification Methods – 2009, Online Appraisal of Nursing Facilities – 2009, Analyzing the Effects of Environmental Contamination on Real Property – 2010, Online Appraisal Curriculum Overview – General – 2011, Online Appraisal Curriculum Overview – Residential – 2011, Online Business Practices and Ethics – 2016, Online Comparative Analysis – 2011, Online Subdivision Valuation – 2011, Online Real Estate Appraisal Operations – 2011, USPAP Update – 2016, Florida Core Law Update – 2016, Small Hotel/Motel Valuation – 2012, Appraisal of Fast Food Facilities – 2016, Distribution Warehouse Valuation – 2016

APPRAISAL EXPERIENCE

5/97 - Present

Residential and Commercial Real Estate Appraiser, Fruitticher-Lowery Appraisal Group (Owner/Appraiser). Performing commercial and residential real estate appraisals, reviews and consultations. Specializing in the Northwest Florida and South Alabama markets.

QUALIFICATIONS AS AN APPRAISER

- 6/95 - 4/97 Residential and Commercial Real Estate Appraiser, RKL Appraisal Services, Inc. (President). Performing commercial and residential real estate appraisals, reviews and consultations. Specializing in the Northwest Florida and South Alabama markets.
- 6/95 - 9/96 Commercial Real Estate Appraiser, Laureate Realty Services, Inc. (Formerly Camp and Company), Mobile, Alabama. Income analysis and appraisal of neighborhood, community and regional shopping centers, malls, multi-tenant office buildings, apartments and hotels. Properties located in the southeast region, primarily Florida, Alabama, Mississippi and Louisiana.
- 9/92 - 5/95 Residential and Commercial Real Estate Appraiser, M. Eugene Presley and Associates. Commercial and residential fee appraiser. Responsibilities include the valuation of commercial properties, vacant commercial land, large acreage tracts, and environmentally sensitive properties. Numerous eminent domain appraisals, specifically including the Burgess Road and Airport Boulevard DOT projects. Eminent domain appraisals performed for the property owners.
- 12/91 - 9/92 Commercial Real Estate Appraiser, Marshall Appraisals, Inc. Associate appraiser. Responsibilities include the valuation of office buildings, banks, hotels, and other large commercial properties throughout Florida.
- 4/91 - 12/91 Research Assistant, State of Florida, Office of the Auditor General, Division of Real Estate. Responsibilities include the review of State of Florida county appraisal files audited by the Department of Revenue, as well as the review and confirmation of data within privately contracted appraisals performed for the Department of Natural Resources.

Expert Witness Experience

U.S. Bankruptcy Court, Mobile, Alabama, U.S. District Court, Northern District of Florida, Circuit Court, Baldwin County, Circuit Court, Bay County, Circuit Court, Santa Rosa County, Florida, Circuit Court, Escambia County, Florida, Circuit Court, Okaloosa County, Florida

Specialty Projects

Federal Express Facilities (Freight, Ground and Express)
Medical Facilities (Single and Multi-tenant Facilities)

QUALIFICATIONS AS AN APPRAISER

PROFESSIONAL LICENSES/AFFILIATIONS

Designated MAI Member, Appraisal Institute, Member #11029
State-Certified General Real Estate Appraiser, State of Florida, License #RZ 0001922
State-Certified General Real Property Appraiser, State of Alabama, License #G00445
Real Estate Broker, State of Florida, License # BK0573361; FLAG Realty, Inc.
Real Estate Broker, State of Alabama, License #065378 (Reciprocal Brokers License)
Member - Pensacola Association of Realtors, Florida Association of Realtors and the National Association of Realtors
Past Member – Escambia County Planning Board
Past Member - Home Builders Association of West Florida
Past Member – City of Pensacola Zoning Board of Adjustments
Member – Leadership Escambia And Pensacola (LEAP) Class of 2001
Past Member – American Diabetes Association of Northwest Florida, Board of Directors
Past Member – Fiesta of Five Flags, Board of Governors
Past Member – WSRE Planned Giving Council, Board of Directors
Past Member - Pensacola Chamber of Commerce Relocation Committee

CLIENTS

American Equity Investments LIC	Beal Service Corporation
American National Bank of Minnesota	Clayton Bank and Trust
First National Bank and Trust	Community and Southern Bank
Lehman Brothers	Grandbridge Realty Services
Saad Development Group	Smart Bank
Trustmark National Bank	State Bank and Trust Company
Pen Air Federal Credit Union	Centennial Bank
Charter Bank	PNC Bank
ServisFirst Bank	BBVA Compass Bank
Southtrust Bank	SunTrust Bank
Summit Bank	Iberia Bank
Regions Bank	First National Bank of Baldwin County
Mark Bednar, Esquire	Beroset and Keene, Attorneys at Law
Borowski & Traylor	Donald W. Stewart, P.C.
Whitaker, Mudd, Simms, Luke & Wells	Brogdon, Davis and Adams
Phillip Bates	Armbrecht Jackson, LLP
Samuel Bearman, P.C.	Tyler & Hamilton

ADDENDUM



Ron DeSantis, Governor

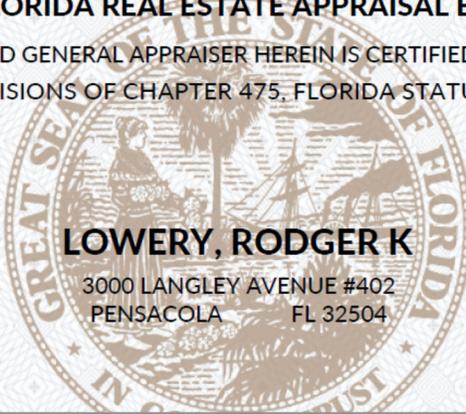
Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

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



LOWERY, RODGER K

3000 LANGLEY AVENUE #402
PENSACOLA FL 32504

LICENSE NUMBER: RZ1922

EXPIRATION DATE: NOVEMBER 30, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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



Chris Jones Escambia County Property Appraiser

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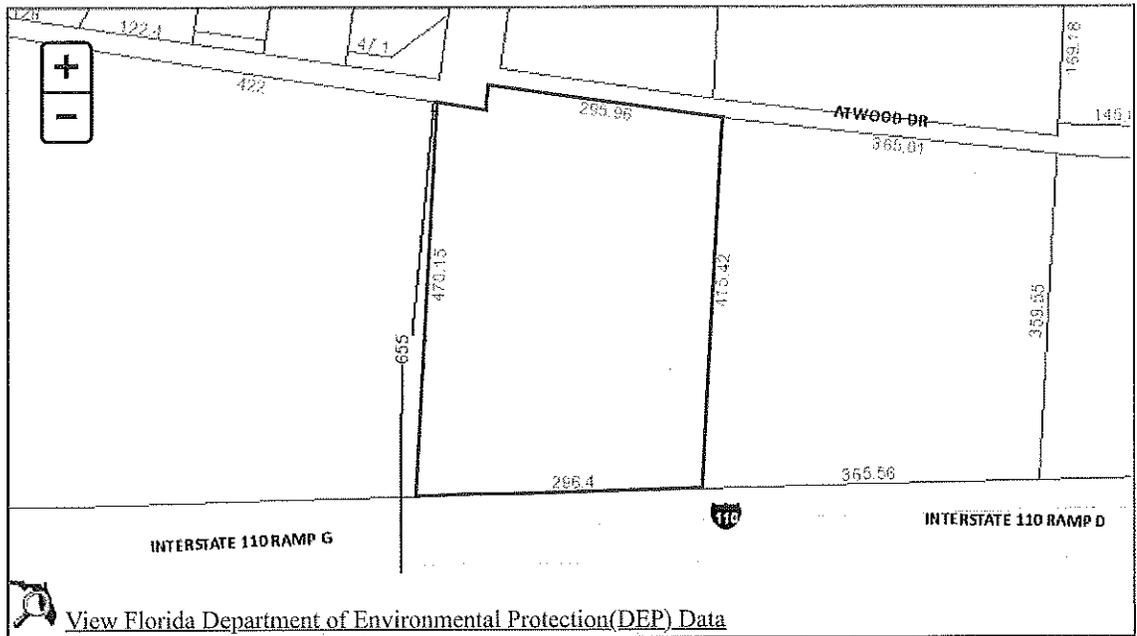
◀ Nav. Mode Account Reference ▶

[Printer Friendly Version](#)

<p>General Information</p> <p>Reference: 181S304313000000</p> <p>Account: 022665000</p> <p>Owners: COMMUNICATION WORKERS OF AMERICA LOCAL 3109 BY TRS</p> <p>Mail: 1621 ATWOOD DR PENSACOLA, FL 32514</p> <p>Situs: 1621 ATWOOD DR 32514</p> <p>Use Code: STORE, 1 STORY 🔍</p> <p>Taxing Authority: COUNTY MSTU</p> <p>Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector</p>	<p>Assessments</p> <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2020</td> <td>\$210,000</td> <td>\$88,427</td> <td>\$298,427</td> <td>\$282,185</td> </tr> <tr> <td>2019</td> <td>\$171,000</td> <td>\$85,532</td> <td>\$256,532</td> <td>\$256,532</td> </tr> <tr> <td>2018</td> <td>\$171,000</td> <td>\$80,322</td> <td>\$251,322</td> <td>\$251,322</td> </tr> </tbody> </table> <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Market Value Breakdown Letter</p> <p style="text-align: center;">Tax Estimator</p> <p style="text-align: center;">File for New Homestead Exemption Online</p> <p style="text-align: center;">Report Storm Damage</p>	Year	Land	Imprv	Total	Cap Val	2020	\$210,000	\$88,427	\$298,427	\$282,185	2019	\$171,000	\$85,532	\$256,532	\$256,532	2018	\$171,000	\$80,322	\$251,322	\$251,322
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<p>Sales Data</p> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>01/1970</td> <td>495</td> <td>248</td> <td>\$6,300</td> <td>WD</td> <td></td> </tr> <tr> <td>01/1907</td> <td>1129</td> <td>624</td> <td>\$100</td> <td>QC</td> <td></td> </tr> <tr> <td>01/1907</td> <td>1129</td> <td>623</td> <td>\$18,800</td> <td>WD</td> <td></td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	01/1970	495	248	\$6,300	WD		01/1907	1129	624	\$100	QC		01/1907	1129	623	\$18,800	WD		<p>2020 Certified Roll Exemptions</p> <p>FRATERNAL AND OTHER</p> <p>Legal Description 🔍</p> <p>BEG AT SW COR OF SEC ELY 662 FT NLY 660 FT FOR BEG ELY 295 15/100 FT SLY 295 15/100 FT WLY 295 15/100 FT NLY 295...</p> <p>Extra Features</p> <p>ASPHALT PAVEMENT CHAINLINK FENCE</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)																				
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01/1907	1129	624	\$100	QC																					
01/1907	1129	623	\$18,800	WD																					

<p>Parcel Information</p> <p>Section</p> <p>Map Id: <u>18-1S-30-2</u></p> <p>Approx. Acreage: 3.1716</p> <p>Zoned: 🔍 HDMU</p> <p>Evacuation & Flood Information Open Report</p>	<p>Launch Interactive Map</p>
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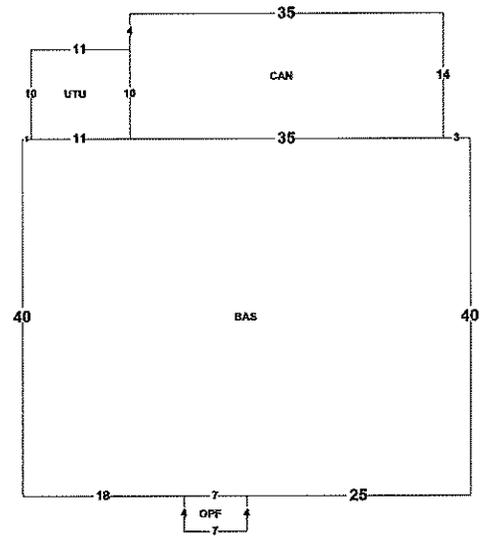


View Florida Department of Environmental Protection (DEP) Data

Buildings

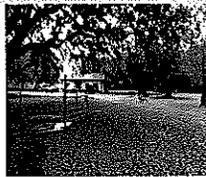
Address: 1621 ATWOOD DR, Year Built: 1981, Effective Year: 1981, PA Building ID#: 51808

- Structural Elements**
- DECOR/MILLWORK-BELOW AVERAGE
 - DWELLING UNITS-0
 - EXTERIOR WALL-METAL-MODULAR
 - FLOOR COVER-CARPET
 - FOUNDATION-SLAB ON GRADE
 - HEAT/AIR-CENTRAL H/AC
 - INTERIOR WALL-DRYWALL-PLASTER
 - NO. PLUMBING FIXTURES-4
 - NO. STORIES-1
 - ROOF COVER-BLT UP MTL/GYP
 - ROOF FRAMING-RIGID FRAME/BAR
 - STORY HEIGHT-10
 - STRUCTURAL FRAME-RIGID FRAME



- Areas - 2628 Total SF**
- BASE AREA - 2000
 - CANOPY - 490
 - OPEN PORCH FIN - 28
 - UTILITY UNF - 110

Images



2/20/19

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

Last Updated: 12/22/2020 (tc.27233)



Pay by eCheck -There is NEVER AN EXTRA FEE.

Payment online by eCheck not available for delinquent taxes.

2020 Roll Details — Real Estate Account At 1621 ATWOOD DR

[Print this page](#)

Real Estate Account #02-2665-000

2020	2019	2018	2017	...	2008
PAID	PAID	PAID	PAID		PAID

[Apply for the 2021 Installment Payment Plan](#)

[Get Bills by Email](#)

PAID 2020-11-06
 \$120.32
 Effective 2020-11-05
[Print Paid Bill](#)

Owner: COMMUNICATION WORKERS OF AMERICA
 1621 ATWOOD DR
 PENSACOLA, FL 32514
 and 1 other
Situs: 1621 ATWOOD DR

Account number: 02-2665-000
Alternate Key: 83357
Millage code: 06
Millage rate: 13.6196

Assessed value: 282,185
School assessed value: 298,427
Unimproved land value: 210,000

Exemptions
FRATERNAL AND OTHER: 298,427

Google Maps Platform rejected your request. This IP, site or mobile application is not authorized to use this API key. Request received from IP address 24.249.195.129, with referer: <https://escambia.county-taxes.com/>

2020 Annual bill

 [View](#)

Ad valorem: \$0.00
Non-ad valorem: \$125.33
Total Discountable: 125.33
No Discount NAVA: 0.00
Total tax: \$125.33

Legal description

BEG AT SW COR OF SEC ELY 662 FT NLY 660 FT FOR BEG ELY 295 15/100 FT SLY 295 15/100 FT WLY 295 15/100 FT NLY 295 15/100 FT TO BEG AND ALSO BEG AT SW COR OF GOVT LOT 4 E ALG S LI OF SD SEC 660 FT N 660 FT FOR POB CONT N 48 90/100 FT TO ATWOOD DR S 85 DEG 45 MIN 46 SEC E ALG ATWOOD DR 295 96/100 FT S 21 87/100 FT W 295 15/100 FT TO POB AND ALSO BEG AT SW COR OF GOVT LOT 4 E ALG S LI OF SEC 660 FT N 238 75/100 FT TO SLY R/W OF I-10 FOR POB CONT N 126 10/100 FT E 295 15/100 FT S 98 44/100 FT S 84 DEG 38 MIN 48 SEC W 296 44/100 FT TO POB OR 1129 P 451/452/532/534/ 623/624

Location

Geo number: 181S304313000000
Range: 30
Township: 1S
Section: 18
Block: 000
Lot: 000
Use code: 1100
Total acres: 3.000

Addresses

Other owners: LOCAL 3109 BY TRS

Terms of service

© 1997–2021, Grant Street Group.

Sec. 3-2.9 - High density mixed-use district (HDMU).

(a) *Purpose.* The high density mixed-use (HDMU) district establishes appropriate areas and land use regulations for a complimentary mix of high density residential uses and compatible nonresidential uses within urban areas. The primary intent of the district is to provide for a mix of neighborhood retail sales, services and professional offices with greater dwelling unit density and diversity than the low density mixed-use district. Additionally, the HDMU district is intended to rely on urban street connectivity and encourage vertical mixes of commercial and residential uses within the same building to accommodate a physical pattern of development characteristic of village main streets and older neighborhood commercial areas. Residential uses within the district include all forms of single-family, two-family and multifamily dwellings.

(b) *Permitted uses.* Permitted uses within the HDMU district are limited to the following:

(1) *Residential.* The following residential uses are allowed throughout the district, but if within a commercial (C) future land use category they are permitted only if part of a predominantly commercial development.

- a. Group living, excluding dormitories, fraternity and sorority houses, and residential facilities providing substance abuse treatment, post-incarceration reentry, or similar services.
- b. Manufactured (mobile) homes, including manufactured home subdivisions, but excluding new or expanded manufactured home parks.
- c. Single-family dwellings (other than manufactured homes), detached or attached, including townhouses and zero lot line subdivisions.
- d. Two-family and multifamily dwellings.

See also conditional uses in this district.

(2) *Retail sales.* Small-scale (gross floor area 6000 sq. ft. or less per lot) retail sales including medical marijuana dispensing facilities, sales of beer and wine, but excluding sales of liquor, automotive fuels, or motor vehicles, and excluding permanent outdoor storage, display, or sales.

See also conditional uses in this district.

(3) *Retail services.* The following small-scale (gross floor area 6,000 square feet or less per lot) retail services, excluding outdoor work or permanent outdoor storage:

- a. Bed and breakfast inns.
- b. Boarding and rooming houses.
- c. Child care facilities.
- d. Personal services, including those of beauty shops, health clubs, pet groomers, dry cleaners, and tattoo parlors.
- e. Professional services, including those of realtors, bankers, accountants, engineers, architects, dentists, physicians, and attorneys.
- f. Repair services, including appliance repair, furniture refinishing and upholstery, watch and jewelry repair, small engine and motor services, but excluding major motor vehicle or boat service or repair.
- g. Restaurants and brewpubs, including on-premises consumption of alcoholic beverages, but excluding drive-in or drive-through service and brewpubs with distribution of alcoholic beverages for off-site sales.

See also conditional uses in this district.

(4) *Public and civic.*

- a. Preschools and kindergartens.
- b. Emergency service facilities, including law enforcement, firefighting, and medical assistance.
- c. Foster care facilities.
- d. Places of worship.
- e. Public utility structures, excluding telecommunications towers.

See also conditional uses in this district.

(5) *Recreation and entertainment.*

- a. Marinas, private only.

- b. Parks without permanent restrooms or outdoor event lighting.

See also conditional uses in this district.

- (6) *Industrial and related.* No industrial or related uses.
 - (7) *Agricultural and related.* Agricultural production limited to food primarily for personal consumption by the producer, but no farm animals.
 - (8) *Other uses.* [Reserved.]
- (c) *Conditional uses.* Through the conditional use process prescribed in chapter 2, the BOA may conditionally allow the following uses within the HDMU district:
- (1) *Residential.*
 - a. Dormitories.
 - b. Fraternity and sorority houses.
 - c. Manufactured (mobile) home parks.
 - (2) *Retail sales.* Medium-scale (gross floor area greater than 6,000 square feet per lot, but no greater than 35,000 square feet) retail sales, including sales of beer and wine and automotive fuels, but excluding sales of motor vehicles and liquor, and excluding permanent outdoor storage, display, or sales.
 - (3) *Retail services.*
 - a. Medium-scale (gross floor area greater than 6,000 square feet per lot, but no greater than 35,000 square feet) retail services, excluding motor vehicle service and repair.
 - b. Restaurants and brewpubs with drive-in or drive-through service and brewpubs with the distribution of on-premises produced alcoholic beverages for off-site sales.
 - c. Small-scale (gross floor area 6,000 square feet or less per lot) major motor vehicle service and repair, excluding painting or body work and outdoor work.
 - (4) *Public and civic.*
 - a. Broadcast stations with satellite dishes and antennas, excluding towers.
 - b. Cemeteries, including family cemeteries.
 - c. Clubs, civic and fraternal.
 - d. Community service facilities, including auditoriums, libraries, museums, and neighborhood centers.
 - e. Cinerators.
 - f. Educational facilities not among the permitted uses of the district.
 - g. Funeral establishments.
 - h. Hospitals.
 - i. Offices for government agencies or public utilities.
 - j. Public utility structures exceeding the district structure height limit and telecommunications towers of any height, excluding any industrial uses.
 - k. Warehousing or maintenance facilities for government agencies or public utilities.
 - (5) *Recreation and entertainment.*
 - a. Amusement arcade centers and bingo facilities.
 - b. Golf courses, tennis centers, swimming pools and similar active outdoor recreational facilities, including associated country clubs.
 - c. Parks with permanent restrooms or outdoor event lighting.
 - (6) *Industrial and related.* Microbreweries, microdistilleries, and microwineries.
 - (7) *Agricultural and related.*
 - a. Horses or other domesticated equines kept on site, and stables for such animals, only as a private residential accessory with a minimum lot area of two acres and a maximum of one animal per acre.
 - b. Veterinary clinics.

- (8) *Other uses.*
- a. Self-storage facilities with a maximum lot area of one acre and outdoor storage limited to operable motor vehicles and boats. No vehicle rental.
 - b. Structures of permitted uses exceeding the district structure height limit, excluding telecommunications towers.
- (d) *Site and building requirements.* The following site and building requirements apply to uses within the HDMU district:
- (1) *Density.* A maximum density of 25 dwelling units per acre.
 - (2) *Floor area ratio.* A maximum floor area ratio of 1.0 within the commercial (C) future land use category and 2.0 within mixed-use urban (MU-U).
 - (3) *Structure height.* A maximum structure height of 150 feet above highest adjacent grade.
 - (4) *Lot area.* No minimum lot area unless prescribed by use.
 - (5) *Lot width.* For a new lot with a majority of its frontage along the outside of a street right-of-way curve whose radius is 100 feet or less, the minimum lot width at the right-of-way is 40 percent of the radius length, but not less than 20 feet. The minimum width for all other new lots is as follows:
 - a. *Single-family detached.* Forty feet at the street right-of-way for single-family detached dwellings.
 - b. *Two-family.* Eighty feet at the street right-of-way for two-family dwellings.
 - c. *Multi-family and other.* Eighty feet at the street right-of-way for multi-family dwellings, boarding or rooming houses, or townhouse groups. No minimum lot width required by zoning for other uses.
 - (6) *Lot coverage.* Minimum pervious lot coverage of 20 percent (80 percent maximum semi-impervious and impervious cover) for all uses.
 - (7) *Structure setbacks.* For all principal structures, minimum setbacks are:
 - a. *Front and rear.* Twenty feet in the front and 15 feet in the rear.
 - b. *Sides.* Ten feet on each side of a group of attached townhouses. On each side of all other structures, ten feet or ten percent of the lot width at the street right-of-way, whichever is less, but at least five feet. For structures exceeding 35 feet above highest adjacent grade, an additional two feet for each additional ten feet in height, but not required to exceed 15 feet.
 - (8) *Other requirements.* Refer to chapters 4 and 5 for additional development regulations and standards.
- (e) *Location criteria.* All new nonresidential uses proposed within the HDMU district that are not part of a predominantly residential development or a planned unit development, or are not identified as exempt by district regulations, shall be on parcels that satisfy at least one of the following location criteria:
- (1) *Proximity to intersection.* Along an arterial or collector street and within 200 feet of an intersection with another arterial or collector.
 - (2) *Proximity to traffic generator.* Along an arterial or collector street and within a one-quarter mile radius of an individual traffic generator of more than 600 daily trips, such as an apartment complex, military base, college campus, hospital, shopping mall or similar generator.
 - (3) *Infill development.* Along an arterial or collector street, in an area where already established non-residential uses are otherwise consistent with the HDMU district, and where the new use would constitute infill development of similar intensity as the conforming development on surrounding parcels. Additionally, the location would promote compact development and not contribute to or promote strip commercial development.
 - (4) *Site design.* Along an arterial street and at the intersection with a local street that serves to connect the arterial street to another arterial, and all of the following site design conditions:
 - a. Any intrusion into a recorded residential subdivision is limited to a corner lot.
 - b. Access and stormwater management is shared with adjoining uses or properties to the extent practicable.
 - c. Adverse impacts to any adjoining residential uses are minimized by placing the more intensive elements of the use, such as solid waste dumpsters and truck loading/unloading areas, furthest from the residential uses.
 - (5) *Documented compatibility.* A compatibility analysis prepared by the applicant provides competent substantial evidence of unique circumstances regarding the parcel or use that were not anticipated by the alternative criteria, and the proposed use will be able to achieve long-term compatibility with existing and potential uses. Additionally, the following conditions exist:
 - a. The parcel has not been rezoned by the landowner from the mixed-use, commercial, or industrial zoning assigned by the county.
 - b. If the parcel is within a county redevelopment district, the use will be consistent with the district's adopted redevelopment plan, as

reviewed and recommended by the community redevelopment agency (CRA).

- (f) *Rezoning to HDMU.* High density mixed-use zoning may be established only within the mixed-use suburban (MU-S), mixed-use urban (MU-U) or commercial (C) future land use categories. The district is suitable for areas where the intermixing of uses has been the custom, where future uses are uncertain, and some redevelopment is probable. The district inappropriate to provide transitions between areas zoned or used for medium or high density residential and areas zoned or used for commercial. Rezoning to HDMU is subject to the same location criteria as any new nonresidential use proposed within the HDMU district.

(Ord. No. 2015-12, § 1(Exh. A), 4-16-2015; Ord. No. 2015-56, § 3, 12-10-2015; Ord. No. 2016-2, § 1, 1-7-2016; Ord. No. 2016-31, § 1, 8-4-2016; Ord. No. 2016-42, § 1, 12-8-2016; Ord. No. 2017-5, § 2(Exh. B), 1-5-2017; Ord. No. 2019-2, § 2(Exh. B), 1-10-2019; Ord. No. 2019-18, § 3, 4-4-2019)

**RESOLUTION
NO. 2021-10**

A RESOLUTION
TO BE ENTITLED:

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

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

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. GAS UTILITY FUND

	Fund Balance	600,000
As Reads	Capital Outlay	2,806,760
Amended		
To Read:	Capital Outlay	3,406,760

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA

FEBRUARY 2021 - SUPPLEMENTAL BUDGET RESOLUTION - ACQUISITION OF REAL PROPERTY - 1621 ATWOOD DRIVE - RES NO. 2021-10

FUND	AMOUNT	DESCRIPTION
GAS UTILITY FUND		
Fund Balance	<u>600,000</u>	Increase appropriated fund balance
Appropriations		
Capital Outlay	600,000	Increase appropriation for Capital Outlay
Total Appropriations	<u><u>600,000</u></u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2021-10

City Council

2/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2021-10 - ACQUISITION OF REAL PROPERTY - 1621 ATWOOD DRIVE

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2021-10.

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

HEARING REQUIRED: Choose an item.

SUMMARY:

In late November 2020, Pensacola Energy became aware of the upcoming availability of the property at 1621 Atwood Drive, the sole adjacent parcel to the Pensacola Energy main offices at 1625 Atwood Drive. The parcel is approximately 3.17 acres and zoned HDMU (high-density mixed-use). The owners were originally asking \$750,000 for the parcel. A preliminary search of public records shows no current or pending liens nor litigation involving the parcel as of January 2021.

Pensacola Energy main offices are housed on approximately 4.51 acres, and the successful purchase of this parcel will raise their total acreage to 7.68 acres, a 70% increase in size. During the almost 40 years that Pensacola Energy has been at Atwood Drive, advancements in underground construction equipment have improved productivity and safety. However, parking and storing equipment has become a significant problem with the limited space available. Additionally, federal regulations now require that the polyethylene pipe (PE) used for natural gas mains cannot be exposed to sunlight for extended periods. Pensacola Energy needs to construct an indoor storage facility for PE pipe in order to comply with current regulations, and adequate space for construction does not exist in the current footprint.

Fruitticher-Lowery Appraisals subsequently conducted an appraisal in late December 2020, and the appraised value of the parcel was \$390,000. After some discussion and review of the appraisal, the owners reduced their asking price to \$575,000. This reduction is almost exactly the midpoint between the owners' original asking price and the appraised value. In consideration of the owners'

good faith reduction, the limited options available for the necessary expansion of Pensacola Energy, and the unknown land acquisition and construction costs associated with a potential total relocation of Pensacola Energy in the future, staff has determined the \$575,000 sale price to be acceptable.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

Adoption of the Supplemental Budget Resolution will appropriate the funds needed to purchase the property.

CITY ATTORNEY REVIEW: Yes

2/8/2021

STAFF CONTACT:

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

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2021-10
- 2) Supplemental Budget Explanation No. 2021-10

PRESENTATION: Choose an item.

**RESOLUTION
NO. 2021-10**

A RESOLUTION
TO BE ENTITLED:

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

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

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. GAS UTILITY FUND

	Fund Balance	600,000
As Reads Amended To Read:	Capital Outlay	2,806,760
	Capital Outlay	3,406,760

SECTION 2. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

THE CITY OF PENSACOLA

FEBRUARY 2021 - SUPPLEMENTAL BUDGET RESOLUTION - ACQUISITION OF REAL PROPERTY - 1621 ATWOOD DRIVE - RES NO. 2021-10

<u>FUND</u>	<u>AMOUNT</u>	<u>DESCRIPTION</u>
GAS UTILITY FUND		
Fund Balance	<u>600,000</u>	Increase appropriated fund balance
Appropriations		
Capital Outlay	<u>600,000</u>	Increase appropriation for Capital Outlay
Total Appropriations	<u><u>600,000</u></u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00159

City Council

2/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

DISPOSITION OF REAL PROPERTY - PORTION OF 711 NORTH HAYNE STREET

RECOMMENDATION:

That City Council approve the disposition of the northern portion of the real property currently addressed as 711 North Hayne Street (Parcel Reference No. 000S009020012140) via sale in the amount of \$40,278 plus coverage of closing costs to Emerald Coast Utility Authority (ECUA), which staff has determined to be a fair offer. Further, that City Council authorize the Mayor to take all necessary actions to execute any deeds, contracts, or subsequent related documents for the disposition of this property. Finally, that City Council authorize that all net proceeds from the property's sale are placed in the Housing Initiatives Fund.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The subject parcel in its entirety is approximately 0.5952 acres and is located at the corner of East Cervantes and North Hayne Streets. The property lies directly north of the Pensacola Police Department main building and directly east of the I-110 overpass. The portion that ECUA is interested in purchasing is the northern portion adjacent to their elevated water tank, or East Tank. ECUA currently owns two parcels within that block and is conducting major maintenance and painting of the East Tank, with additional space needed for materials and equipment. This purchase would eliminate construction or other easements that may be necessary for the tank work.

City staff and ECUA met in mid-August 2020 to discuss and develop a plan to satisfy both parties' needs if the parcel's relevant portion were declared surplus. It was determined that the City's needs could be met by the issuance of an easement along the eastern section of the portion that ECUA is interested in purchasing. City Council approved the surplus and disposition via direct negotiation with ECUA on November 12, 2020. Per Council policy at the time, notices were mailed to property owners within the subject property's 300-ft radius on February 6, 2021.

An appraisal for the property was obtained, and a survey delineating the northern portion with necessary easements was prepared in December 2020. The appraisal as prepared was based on an estimate of 0.25 acres, and the appraised value of the relevant portion with easements was \$53,000. The survey determined that 0.19 acres was the actual acreage needed, so the offer based

on the appraised value was adjusted accordingly.

PRIOR ACTION:

November 12, 2020 - City Council approved the real property's surplus and disposition via direct negotiation.

FUNDING:

N/A

FINANCIAL IMPACT:

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

CITY ATTORNEY REVIEW: Yes

2/5/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

- 1) Council Action Approving Surplus - 11-12-2020
- 2) Aerial and Parcel Info - 711 N Hayne St
- 3) Appraisal
- 4) Survey

PRESENTATION: No



Legislation Details (With Text)

File #: 20-00648 **Version:** 1 **Name:**
Type: Legislative Action Item **Status:** Passed
File created: 10/9/2020 **In control:** City Council
On agenda: 11/12/2020 **Final action:** 11/12/2020
Enactment date: **Enactment #:**
Title: DECLARATION AND DISPOSITION OF REAL PROPERTY - PORTION OF 711 NORTH HAYNE STREET
Sponsors: Grover C. Robinson, IV

Indexes:

Code sections:

Attachments: 1. East Tank Map - Potential Property Purchase, 2. Aerial and Parcel Info - 711 N Hayne St - PPD Maint

Date	Ver.	Action By	Action	Result
11/12/2020	1	City Council	Approved	Pass
11/9/2020	1	Agenda Conference	Placed on Regular Agenda	Pass

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

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

RECOMMENDATION:

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

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

portion of the parcel.

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

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

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

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

CITY ATTORNEY REVIEW: Yes

10/12/2020

STAFF CONTACT:

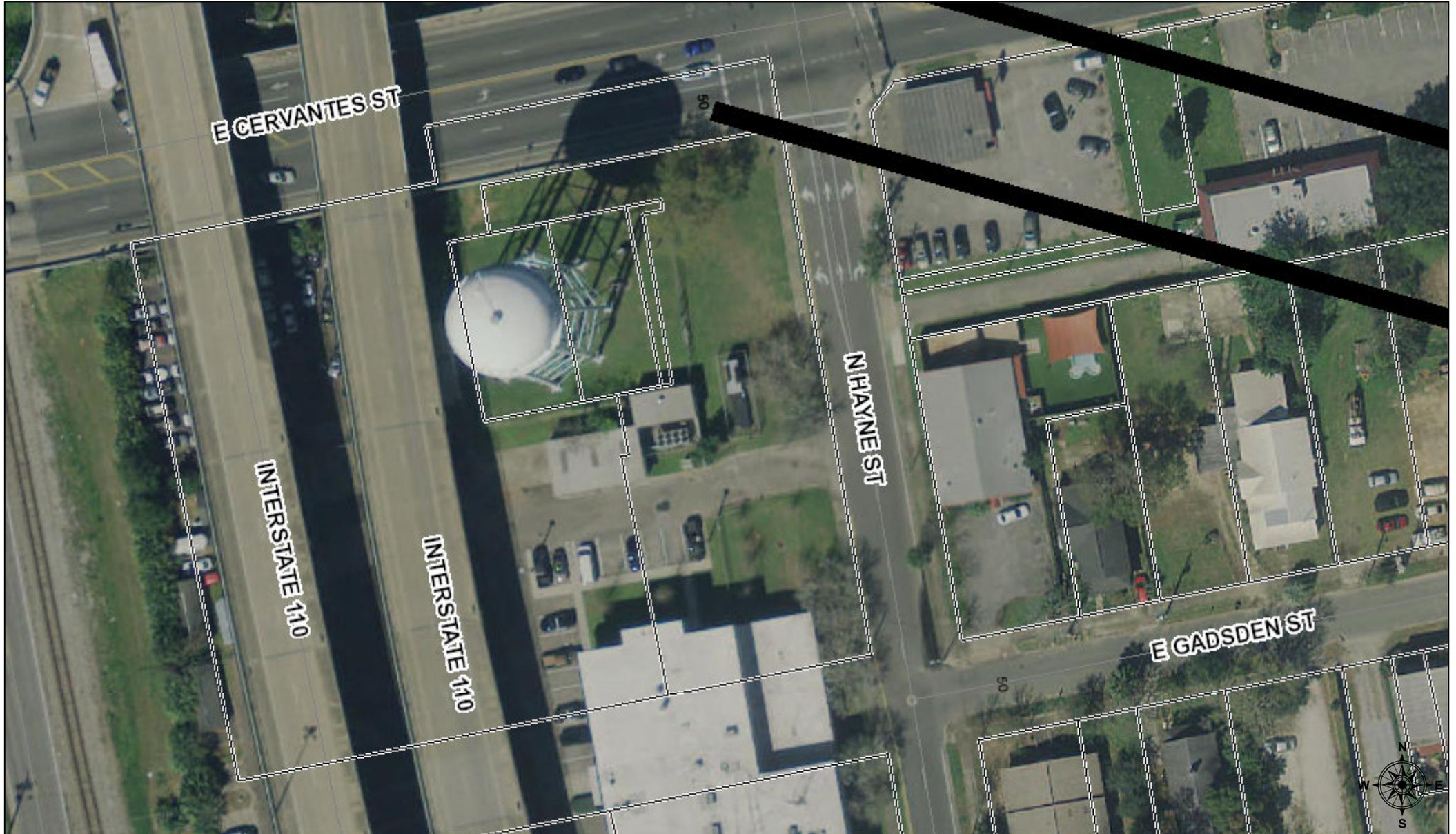
Keith Wilkins, City Administrator
Amy Lovoy, Finance Director

ATTACHMENTS:

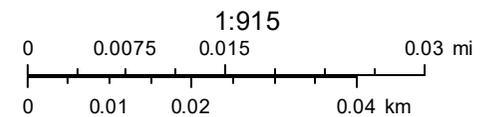
- 1) East Tank Map - Potential Property Purchase
- 2) Aerial and Parcel Info - 711 N Hayne St - PPD Maint

PRESENTATION: No

711 N Hayne St, PPD Maintenance Building Area



October 9, 2020



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



Chris Jones Escambia County Property Appraiser

- Real Estate Search
- Tangible Property Search
- Sale List

[Back](#)

Navigate Mode
 Account
 Reference

[Printer Friendly Version](#)

<p>General Information</p> <p>Reference: 000S009020012140 Account: 134412000 Owners: PENSACOLA CITY OF Mail: PO BOX 12910 PENSACOLA, FL 32521 Situs: 711 N HAYNE ST 32501 Use Code: MUNICIPAL OWNED Taxing Authority: PENSACOLA CITY LIMITS Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector</p>	<p>Assessments</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2020</td> <td>\$171,246</td> <td>\$1,430,675</td> <td>\$1,601,921</td> <td>\$1,601,921</td> </tr> <tr> <td>2019</td> <td>\$171,246</td> <td>\$1,380,621</td> <td>\$1,551,867</td> <td>\$1,551,867</td> </tr> <tr> <td>2018</td> <td>\$171,246</td> <td>\$1,292,109</td> <td>\$1,463,355</td> <td>\$1,463,355</td> </tr> </tbody> </table> <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Market Value Breakdown Letter</p> <p style="text-align: center;">Tax Estimator</p> <p style="text-align: center;">File for New Homestead Exemption Online</p> <p style="text-align: center;">Report Storm Damage</p>	Year	Land	Imprv	Total	Cap Val	2020	\$171,246	\$1,430,675	\$1,601,921	\$1,601,921	2019	\$171,246	\$1,380,621	\$1,551,867	\$1,551,867	2018	\$171,246	\$1,292,109	\$1,463,355	\$1,463,355
Year	Land	Imprv	Total	Cap Val																	
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2018	\$171,246	\$1,292,109	\$1,463,355	\$1,463,355																	
<p>Sales Data</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td colspan="6" style="text-align: center;">None</td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	None						<p>2020 Certified Roll Exemptions MUNICIPAL OWNED</p> <p>Legal Description </p> <p>BEG AT SE COR SD BLK 140 N 8 DEG 13 MIN 34 SEC W 263 34/100 FT S 80 DEG 41 MIN 54 SEC W 134 53/100 FT S 80 DEG...</p> <p>Extra Features</p> <p>ASPHALT PAVEMENT FRAME BUILDING MOBILE HOME</p>								
Sale Date	Book	Page	Value	Type	Official Records (New Window)																
None																					

Parcel Information

Section Map Id:
[CA077](#)

Approx. Acreage:
0.5952

Zoned:
IC

Evacuation & Flood Information
[Open Report](#)

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

[Launch Interactive Map](#)

Buildings	
Address: 711 N HAYNE ST, Year Built: 1986, Effective Year: 1986, PA Building ID#: 19983	
<p>Structural Elements</p> <p>DECOR/MILLWORK-AVERAGE DWELLING UNITS-0 EXTERIOR WALL-BRICK-COMMON FLOOR COVER-CARPET</p>	

APPRAISAL REPORT

OF A

COMMERCIAL LAND PARCEL

LOCATED AT

**711 NORTH HAYNE STREET
PENSACOLA, ESCAMBIA COUNTY, FLORIDA 32501**

EXCLUSIVELY FOR

EMERALD COAST UTILITIES AUTHORITY

AS OF

SEPTEMBER 30, 2020

BY

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

2803 EAST CERVANTES STREET, SUITE C

**PENSACOLA, FLORIDA
32503**

APPRAISAL REPORT

The subject property consists of a commercial land parcel which is located at 711 North Hayne Street in Pensacola, Florida. The property is comprised of a portion of one parcel tax account and all of a second parcel, which have been appraised as a combined whole. For clarification, these have been labeled as Parcel A and Parcel B, and each is identified accordingly on the aerial map in the addendum of this appraisal report. Subject Parcel A is comprised of a portion of a larger parent tract (tax account). As a result, this appraisal is based upon the extraordinary assumption that the subject could be legally divided from its parent tract to result in its being a separate/independent parcel. The client is considering the purchase of the subject property at a yet-undetermined price.

It is estimated for this appraisal that the subject property contains approximately 0.25 acre (10,890 square feet). It is recommended that the client obtain a boundary survey with indicated land area from a qualified and licensed professional to ascertain this particular property characteristic. It should be noted that a power generator is situated on a portion of Parcel A, but it is considered to be reflective of personal property and has therefore not been included in this valuation.

The subject property is reported to be encumbered presently by the land underlying a 30-foot wide easement in favor of the client (ECUA). This easement allows ECUA the right of access to its property situated immediately west of the subject property from North Hayne Street. This particular easement would terminate if ECUA were to acquire the subject property. Secondly, the property is proposed to be encumbered by a 25-foot wide easement along its eastern boundary (at its frontage on North Hayne Street) to be granted by the client to the City of Pensacola. This easement would provide the City of Pensacola shared use of this portion of the property for utilities and ingress/egress. An aerial photograph of these respective easements was furnished by the client and is presented in the addendum of this appraisal report. In accordance with the client's specific intended use of this valuation, the appraiser has first valued the fee simple title in the subject property, as if unencumbered by the two easements. Additionally, the value of the property, subject to the existing 30-foot access easement in favor of ECUA and the proposed 25-foot utility easement in favor of the City of Pensacola has been provided.

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

The subject is a vacant land parcel that is not encumbered by any leases. Buyers of this type of property in the local market typically rely most heavily on the Sales Comparison Approach in making buying decisions. Additionally, recent sales activity of similar type properties in the local market is considered to be sufficient to produce credible results. Accordingly, the appraiser has determined that the performing of the Sales Comparison Approach in this appraisal process is sufficient to achieve credible assignment results based primarily upon the intended use of this appraisal. The appraiser has clearly identified and explained the scope of work for this assignment within this appraisal report.

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

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

CLIENT: Emerald Coast Utilities Authority
Attn: Mr. Andre Calaminus
P.O. Box 17089
Pensacola, FL 32522

APPRAISER: Charles C. Sherrill, Jr., MAI
State - Certified General Appraiser #RZ1665
Sherrill Appraisal Company
2803 East Cervantes Street, Suite C
Pensacola, FL 32503

APPRAISAL FILE NUMBER: N220-0096

PROPERTY LOCATION: 711 North Hayne Street, Pensacola, Escambia
County, Florida 32501

PROPERTY TYPE: Commercial Land Parcel

REPORTED PROPERTY OWNER: City of Pensacola

TAX ACCOUNT NUMBERS: 13-4412-000 (Parcel A – Parent Tract)
13-4418-000 (Parcel B)

PARCEL IDENTIFICATION NOS.: 00-0S-00-9020-012-140 (Parcel A – Parent Tract)
00-0S-00-9020-018-140 (Parcel B)

**CURRENT PROPERTY
TAX ASSESSMENT:**

Not Applicable; As previously mentioned, the subject property is comprised of a portion of a larger parent tract (tax account). It should be noted that there are no unpaid property taxes as the current owner is exempt from real estate taxation based upon its governmental status.

LEGAL DESCRIPTION:

A legal of the subject property was not available to the appraiser for this valuation. However, a legal description of the parent tract of the subject property obtained from the Escambia County Property Appraiser's Office is presented in the addendum of this appraisal report.

ZONING CLASSIFICATION:

IC; Interstate Corridor

**FUTURE LAND USE
CLASSIFICATION:**

IC; Interstate Corridor

TYPE AND DEFINITION OF VALUE:

The purpose of this appraisal is to provide the appraiser's best estimate of the market value of the subject real property as of the effective date. Market value is a type of value, stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the value definition that is identified by the appraiser as applicable in an appraisal. Furthermore, market value is defined under 12 U.S.C. 1818, 1819 and title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 ("FIRREA") as well as the Office of the Comptroller of the Currency, as "the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus". Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- (1) buyer and seller are typically motivated;
- (2) both parties are well informed or well advised, and acting in what they consider their own best interests;
- (3) a reasonable time is allowed for exposure in the open market;

**TYPE AND DEFINITION
OF VALUE (CONT'D):**

- (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

**INTENDED USER OF
APPRAISAL REPORT:**

Emerald Coast Utilities Authority; No other party is entitled to rely upon this report without written consent of the appraiser.

INTENDED USE OF REPORT:

For the sole purpose of assisting the client, Emerald Coast Utilities Authority, in internal business decisions concerning the possible purchase of the subject property.

OWNERSHIP INTEREST VALUED:

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

DATE OF PROPERTY INSPECTION: September 30, 2020

EFFECTIVE DATE OF VALUE: September 30, 2020

DATE OF APPRAISAL REPORT: October 26, 2020

VALUE CONCLUSIONS:

**VALUE OF PROPERTY, AS IF
UNENCUMBERED BY
EASEMENTS:**

\$60,000 (Value of Fee Simple Title in property, as if unencumbered by easements, subject to attached appraisal assumptions and limiting conditions)

**VALUE OF PROPERTY, AS
ENCUMBERED BY THE
TWO EASEMENTS:**

\$53,000 (Market Value, subject to the appraisal assumptions and limiting conditions that are presented in the addendum of this appraisal report)

SCOPE OF WORK PERFORMED IN THIS APPRAISAL ASSIGNMENT:

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

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

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

DESCRIPTION OF REAL ESTATE APPRAISED:

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

According to recent (2019) statistics from the U. S. Census Bureau, there are 318,316 residents in Escambia County, which ranked 17th in county population in Florida. Escambia County's population increased by 7.0 percent since 2010, and this gradual increase is anticipated for the near-term future. Escambia County has a diversified economic base which includes tourism, military (U. S. Navy), and a strong service sector. The area has an unemployment rate of 3.2 percent, which is fairly consistent with that indicated by the state and national averages (2.8 percent and 3.5 percent, respectively).

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

Description of Neighborhood: The subject property is well-located inside the city limits of Pensacola in close proximity to Downtown Pensacola. The subject neighborhood boundaries are generally defined as East Texar Drive on the north, North Twelfth Avenue on the east, East Gregory Street on the south, and Interstate 110 on the west. Land uses in this immediate mixed residential and commercial area include retail establishments, offices, convenience stores, strip shopping centers, restaurants, banks, auto service garages, apartments, residences, mobile homes, warehouses, pawn shops, auto sales lots, mini-warehouses, churches, motels, and lounges. The neighborhood is convenient to Downtown Pensacola, Interstate 110, churches, shopping facilities, schools, medical facilities, recreational facilities, and other major sources of employment. No adverse neighborhood conditions were observed by the appraiser. The subject property is concluded to be well-suited to its neighborhood.

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

Property Description: The subject property is located at the southwest corner of North Hayne Street and East Cervantes Street. The property is situated immediately adjacent to Interstate 110 and the Pensacola Police Department Headquarters. The corner parcel is somewhat irregular in shape. The site has an estimate of approximately 115 feet of frontage on the west side of North Hayne Street and 152.13 feet of frontage on the south side of East Cervantes Street.

It is estimated for this appraisal that the property contains a combined total of approximately 0.25 acre. This equates by calculation to a land area of 10,890 square feet. It is recommended that the client obtain a boundary survey with indicated land area from a qualified and licensed professional to ascertain this particular property characteristic.

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

The subject property is fairly level and is at road-grade with North Hayne Street. However, East Cervantes Street in the vicinity of the subject property is somewhat elevated such that the northern portion of the property is well-below road-grade. Additionally, a concrete retaining wall is situated adjacent to the property along this well-travelled roadway. Furthermore, the developability of the northwestern portion of the subject that comprises approximately 15 percent of the property is concluded to be diminished based upon its narrow shape. A power generator within fencing is situated on Parcel A. However, it is considered to be reflective of personal property and has therefore not been included in this valuation.

North Hayne Street is a two-laned roadway with single-directional traffic (north-bound) in front of the subject. East Cervantes Street is a well-travelled four-laned roadway with a turn lane. Overall access to the property (from North Hayne Street) is concluded to be adequate. The average daily traffic count on East Cervantes Street in the vicinity of the subject of approximately 30,500 vehicles is considered to be relatively favorable. However, access to and visibility of the subject property from this well-travelled roadway are concluded to be unfavorable due to the below-grade characteristics of the property and the presence of the retaining wall.

The property is zoned IC; Interstate Corridor under the zoning ordinances of the City of Pensacola. The purpose of this district is to provide for non-highway land uses both below and adjoining the Interstate 110 corridor on land owned by the Florida Department of Transportation and leased by the City of Pensacola. Permitted land uses within this zoning district include recreation, city-owned community centers, public utilities, city government and facilities, service commercial and light industrial uses, public transportation facilities, and tourist and community commercial activities. The property has a Future Land Use Classification of IC; Interstate Corridor.

As previously mentioned, the property is reported to be subject to two easements. The parcel is encumbered presently by the portion of the parcel that underlies a 30-foot wide easement in favor of ECUA. It extends westerly from North Hayne Street through the southwestern vicinity of the parcel. This easement allows ECUA the right of access to its property situated immediately west of the subject property from North Hayne Street. This easement is estimated to represent a land area of approximately 2,400 square feet, and represents approximately 22 percent of the property. This particular easement would terminate if ECUA purchases the subject property. Although the current owner does have shared use of this particular portion of the parcel, no structural improvements may be placed on the property. This access easement is therefore concluded to negatively affect the marketability and overall value of the subject property.

Property Description (Cont'd): Secondly, the property is proposed to be encumbered by a 25-foot wide easement along its eastern boundary (at its frontage on North Hayne Street) in favor of the City of Pensacola. This easement would provide the City of Pensacola shared use of this portion of the property for utilities and ingress/egress. This easement is estimated to represent a land area of approximately 2,875 square feet, and represents approximately 26 percent of the property. Specifically, this proposed easement will allow the current owner (as proposed grantee) to utilize this particular land area for subsurface utility lines into perpetuity. This would include not only the occupancy of the subsurface, but also the use of the surface for access and maintenance purposes. Based upon the location of this land area at the eastern boundary of the property, along the North Hayne Street right of way, within the building setback area of the property, the presence of this proposed utility easement is concluded to generally not restrict the developability of the subject parcel. The negative effect of this particular easement on the marketability and value of the property is considered to be relatively negligible. An aerial photograph of these respective easements was furnished by the client and is presented in the addendum of this appraisal report.

SALES HISTORY OF SUBJECT PROPERTY:

The subject property is currently owned by the City of Pensacola. According to the public records, the property was acquired by the current owner a number of years ago. The appraiser is unaware of any sales transactions of the property in the five years preceding the effective date of this valuation. No current listings, options, or agreements of sale of the subject property were discovered by the appraiser in the course of this analysis. However, the client is interested in the purchase of the subject property (subject to the easements) at a yet-undetermined price.

HIGHEST AND BEST USE:

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

Highest and best use as vacant - as if unencumbered by easements. The first test of highest and best use is legally permissible uses. The legally permissible uses of the subject site include recreation, city-owned community centers, public utilities, city government and facilities, service commercial and light industrial uses, public transportation facilities, and tourist and commercial activities. These land uses are generally compatible with other property types in the subject neighborhood. The potential for a zoning change appears to be unlikely.

Highest and best use as vacant - as if unencumbered by easements (Cont'd). The second test of highest and best use is physically possible uses. The subject is comprised of a 10,890-square foot land parcel with frontage on two paved roads. However, based upon its shape with narrow northwestern vicinity, which is adjacent to the large concrete retaining wall, some physical limitations on developable alternatives of the subject exist. It is concluded that the legally permissible use of the property that is physically possible is an office-type of activity. The third test of highest and best use is financially feasible uses. Based upon investor's desired returns on real estate investments in the local market, the zoning, size, and physical characteristics, the zoning, the neighborhood and local market conditions, and the location of the subject parcel, and the local market and subject neighborhood conditions, an office use is concluded to be financially feasible. The fourth test of highest and best use is maximally-productive use. From the above analysis, the maximally productive use of the subject site as vacant is concluded to be an office use. Therefore, the highest and best use of the property as vacant, as if unencumbered by easements, is concluded to be an office use. Additionally, the highest and best use of the property, subject to the two easements, is concluded to be an office activity as well, although the specific location of a potential facility on the property may have to be re-positioned due to the presence of the existing 30-foot wide access easement.

APPRAISAL PROCESS:

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

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

**SUMMARY OF LAND VALUATION ANALYSIS
(VALUE AS IF UNENCUMBERED BY THE EASEMENTS)**

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

<u>COMP. NO.</u>	<u>RECORD NO.</u>	<u>LOCATION</u>	<u>DATE OF SALE</u>	<u>SALE PRICE</u>	<u>SQ. FT.</u>	<u>PRICE/SQ. FT.</u>
1	7936	3601 North Dr. Martin Luther King Drive	12/17/18	\$75,000	22,216	\$3.38
2	7836	4703 North Palafox Street	02/28/18	\$180,500	44,431	\$4.06
3	1017	3100 Block of North S Street	09/26/19	\$165,000	31,799	\$5.19
4	1054	417 West Cervantes Street	06/22/18	\$53,500	8,100	\$6.60
5	1137	3499 North Davis Highway (Current Offering)	09/30/20	\$139,000	20,909	\$6.65

The above land sales represent properties considered generally comparable to the subject. These parcels range in size from 8,100 to 44,431 square feet, which is generally larger than the size of the subject. All are suitable for an office type of use. Each is located throughout the Pensacola area. These comparables range in price from \$53,500 to \$180,500, which equates to a unit price of \$3.38 to \$6.65 per square foot.

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

However, when compared to the subject, small upward unit price adjustments were considered to be necessary to each of the actual sales to account for the slightly improved local market conditions that have occurred since these sales were transacted. Sizable upward unit price adjustments were concluded to be appropriate to all of the comparables for location. The largest of these adjustments were made to Comparable Nos. 1 and 5 based upon their inferior locations on North Dr. Martin Luther King Drive and North Davis Highway, respectively. The unit prices of all but Comparable No. 4 were adjusted upward to account for their larger land size, relative to the subject.

Downward unit price adjustments were considered to be necessary to all of the comparables to account for their superior parcel shape. The unit prices of all but Comparable No. 1 were adjusted downward to reflect their superior access when compared to the subject. Lastly, the unit prices of all of the comparables were adjusted slightly downward based upon their topography and road grade that were slightly superior to the subject property.

After the above adjustments were made to the unit prices of the comparables, the indicated value range for the subject is \$4.39 to \$7.31 per square foot. When placing least emphasis on the current offering (Comparable No. 5), a more narrow value range of \$4.39 to \$6.24 per square foot results for the subject. It should be noted that this indicated value range is the result of substantial price adjustments that were considered appropriate based upon the highly differing physical characteristics of the comparable properties when compared to the subject.

In placing most weight on Comparable No. 4, which is the sale that resulted in the least price adjustments, a unit value towards the middle to upper end of the above particular range is concluded to be appropriate for the subject. Therefore, a value of \$5.50 per square foot is estimated for this valuation. This concluded unit value is well-bracketed by both the adjusted and the unadjusted unit price ranges of the comparables, which is considered to be reasonable based upon property characteristics and current market conditions.

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

**SUMMARY OF LAND VALUATION CONCLUSION
(AS IF UNENCUMBERED BY THE EASEMENTS)**

10,890 SQ. FT.	x	\$5.50/SQ. FT.	=	\$59,895
		ROUNDED:		<u>\$60,000</u>

The above total land value estimate is within the total sales price range of \$53,500 to \$180,500 that is indicated by the above comparables. Although this represents the lower end of the indicated range, it is concluded to be reasonable based upon the size and other physical characteristics of the comparables, relative to the subject property.

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SUMMARY OF LAND SALES ADJUSTMENTS
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	Comp. No. 1	Comp. No. 2	Comp. No. 3	Comp. No. 4	Comp. No. 5
Index Number	7936	7836	1017	1054	1137
Total Sales Price	\$75,000	\$180,500	\$165,000	\$53,500	\$139,000
Square Feet	22,216	44,431	31,799	8,100	20,909
Price Per Square Foot	\$3.38	\$4.06	\$5.19	\$6.60	\$6.65
<u>Price Adjustments</u>					
Property Rights Conveyed	0%	0%	0%	0%	0%
Adjusted Unit Price	\$3.38	\$4.06	\$5.19	\$6.60	\$6.65
Atypical Financing Terms	0%	0%	0%	0%	0%
Adjusted Unit Price	\$3.38	\$4.06	\$5.19	\$6.60	\$6.65
Conditions of Sale	0%	0%	0%	0%	0%
Adjusted Unit Price	\$3.38	\$4.06	\$5.19	\$6.60	\$6.65
Market Conditions (Time)	4%	6%	2%	5%	0%
Adjusted Unit Price	\$3.51	\$4.31	\$5.29	\$6.94	\$6.65
<u>Adjustments- Physical Characteristics</u>					
Location	30%	25%	20%	10%	30%
Size of Site	5%	10%	10%	--	5%
Shape of Site	-5%	-5%	-5%	-5%	-5%
Access/Road Frontage	--	-15%	-15%	-10%	-15%
Topography/Road Grade	-5%	-5%	-5%	-5%	-5%
Utilities Availability	--	--	--	--	--
Zoning	--	--	--	--	--
Other Features	--	--	--	--	--
Cumulative (Net) Adjustments	25%	10%	5%	-10%	10%
Adjusted Price Per Square Foot	\$4.39	\$4.74	\$5.56	\$6.24	\$7.31

(Listing)

VALUE OF PROPERTY, SUBJECT TO TWO EASEMENTS:

The market value of the fee simple title of the subject property, as if unencumbered by easements, was previously estimated to be \$5.50 per square foot. As previously mentioned, the current subject access easement is 30 feet wide, and encompasses 2,400 square feet of land area. Although this easement-parcel is relatively small (which ordinarily influences the unit value upwards), the presence of this easement has somewhat of a negative effect on the overall development of the property due to the reduced/shared usage rights.

Based upon these physical characteristics of this easement parcel, it is concluded that \$5.50 per square foot is a reasonable and appropriate estimate of the unit value of the fee simple title in this specific land area. Since this existing easement only provides the right of the client to use the land area for ingress and egress purposes, and the current owner maintains some (but limited) rights to use this portion of the property, an estimated allocation of 50 percent of the value of the fee simple title is concluded to be reasonable and appropriate for the presence of this particular easement to the grantee.

Accordingly, the negative effect on the value of the property, subject to this existing subject access easement, is concluded to be \$7,000 (rounded), as shown below.

2,400 Sq. Ft.	x	\$5.50 Per Sq. Ft.	=	\$13,200
		Client's Apportioned Share:	x	<u>50.0%</u>
		Indicated Value of Client's Interest in Easement:		\$6,600
			Rounded:	<u>\$7,000</u>

As previously mentioned, the location of the proposed utility easement (25-foot wide) along the eastern boundary of the parcel is not considered to have a material effect on the developability, marketability, or overall value of the subject property.

In conclusion, the value of the subject property, when considering the two easements, is \$53,000, as shown below.

Value of Property, As If Unencumbered by the Easements:	\$60,000
Loss in Value from Existing Access Easement:	- \$ 7,000
Loss in Value from Proposed Utility Easement:	- <u>\$ 0</u>
Resulting Value, Subject to Two Easements:	<u>\$53,000</u>

RECONCILIATION AND VALUE CONCLUSION:

For this valuation of the subject vacant land parcel, as if unencumbered by the two easements, the Sales Comparison Approach was performed. In doing so, the market value of the fee simple title in the subject property, as if unencumbered by the two easements, as of September 30, 2020, based upon the appraisal assumptions and limiting conditions that are presented on the following pages, is estimated to be \$60,000. Additionally, as previously presented, the value of the property based upon its encumbrance by the two easements, as of September 30, 2020, is estimated to be \$53,000. It should be noted that no personal property, fixtures, or intangible items are included in this opinion of market value. **As mentioned, this appraisal was prepared for the exclusive use of Emerald Coast Utilities Authority.**

Exposure time is defined by USPAP as an opinion, based upon supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. It is a retrospective opinion based on an analysis of past events assuming a competitive and open market. The previously-presented comparable sales were on the market between 25 to 1,871 days (0.8 to 62.4 months) before being sold. However, a much shorter marketing period has been more typical of a majority of commercial properties which have recently sold in the local market. Based upon the subject's property type, overall characteristics, and concluded marketability, its estimated exposure time is concluded to have been approximately 6 to 12 months. Similarly, the estimated marketing time (i.e., the amount of time it would probably take to sell the subject property if it were exposed in the market, beginning on the date of this valuation) is projected to be approximately 6 to 12 months.

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

ASSUMPTIONS AND LIMITING CONDITIONS:

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

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

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

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

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

EXTRAORDINARY APPRAISAL ASSUMPTIONS:

1. This appraisal is based upon the extraordinary assumption that the subject could be legally divided from its parent tract to result in its being a separate/independent parcel. The use of this extraordinary assumption may affect the value conclusion in this appraisal.

HYPOTHETICAL CONDITIONS OF THE APPRAISAL:

There are no hypothetical conditions of this appraisal.

CERTIFICATION OF THE APPRAISER

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

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

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

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

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

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



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD

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

SHERRILL, CHARLES C JR PA

410 E GOVERNMENT ST
PENSACOLA FL 32502

LICENSE NUMBER: RZ1665

EXPIRATION DATE: NOVEMBER 30, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

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

PHOTOGRAPHS OF SUBJECT PROPERTY



Front View of Subject Property (From Hayne Street)



Interior View of Subject Parcel

PHOTOGRAPHS OF SUBJECT PROPERTY



View of Northern Boundary of Parcel (Adjacent to Retaining Wall)



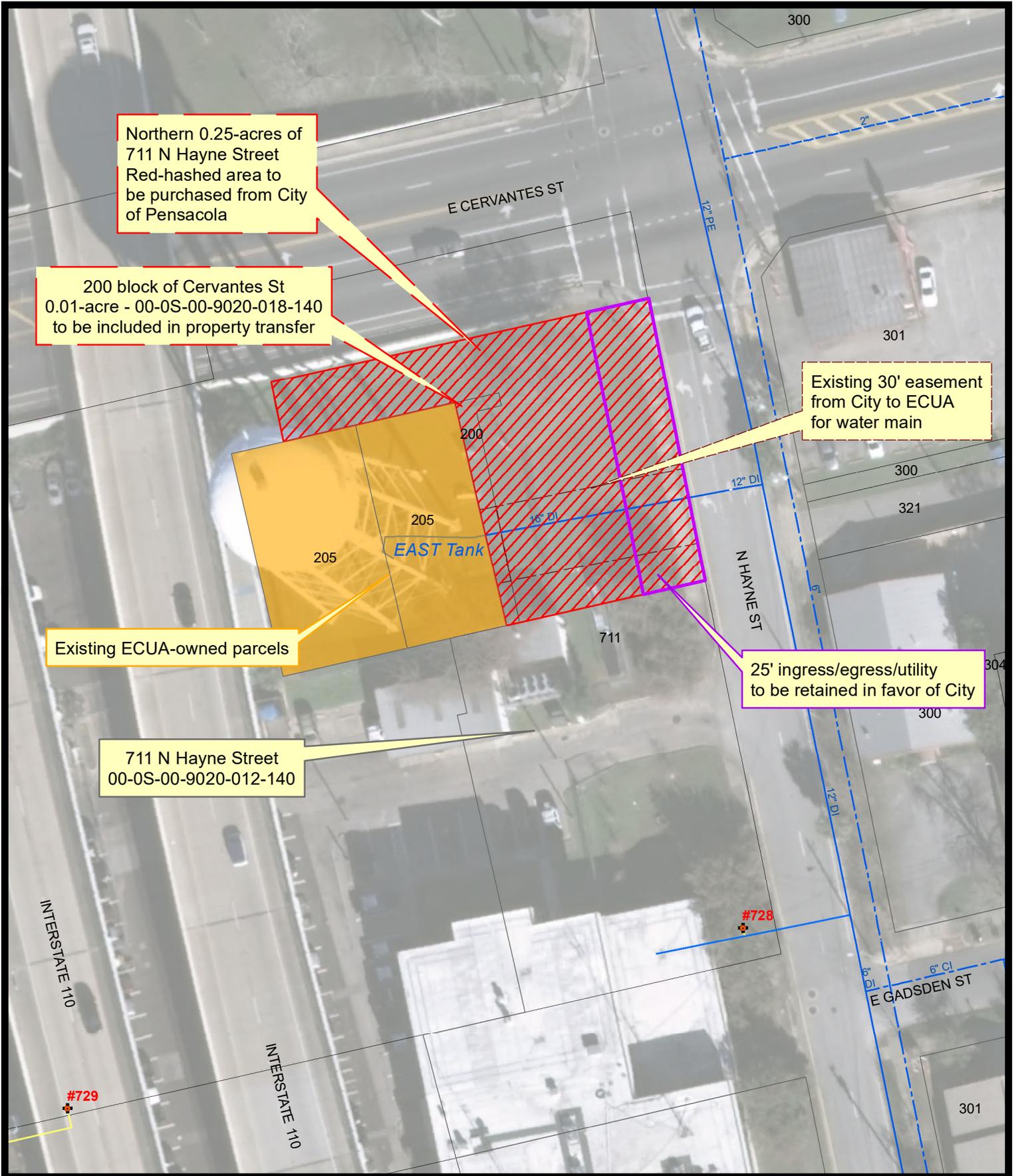
Subject Street Scene From North Hayne Street

PHOTOGRAPHS OF SUBJECT PROPERTY



Subject Street Scene From East Cervantes Street (Subject on Left)

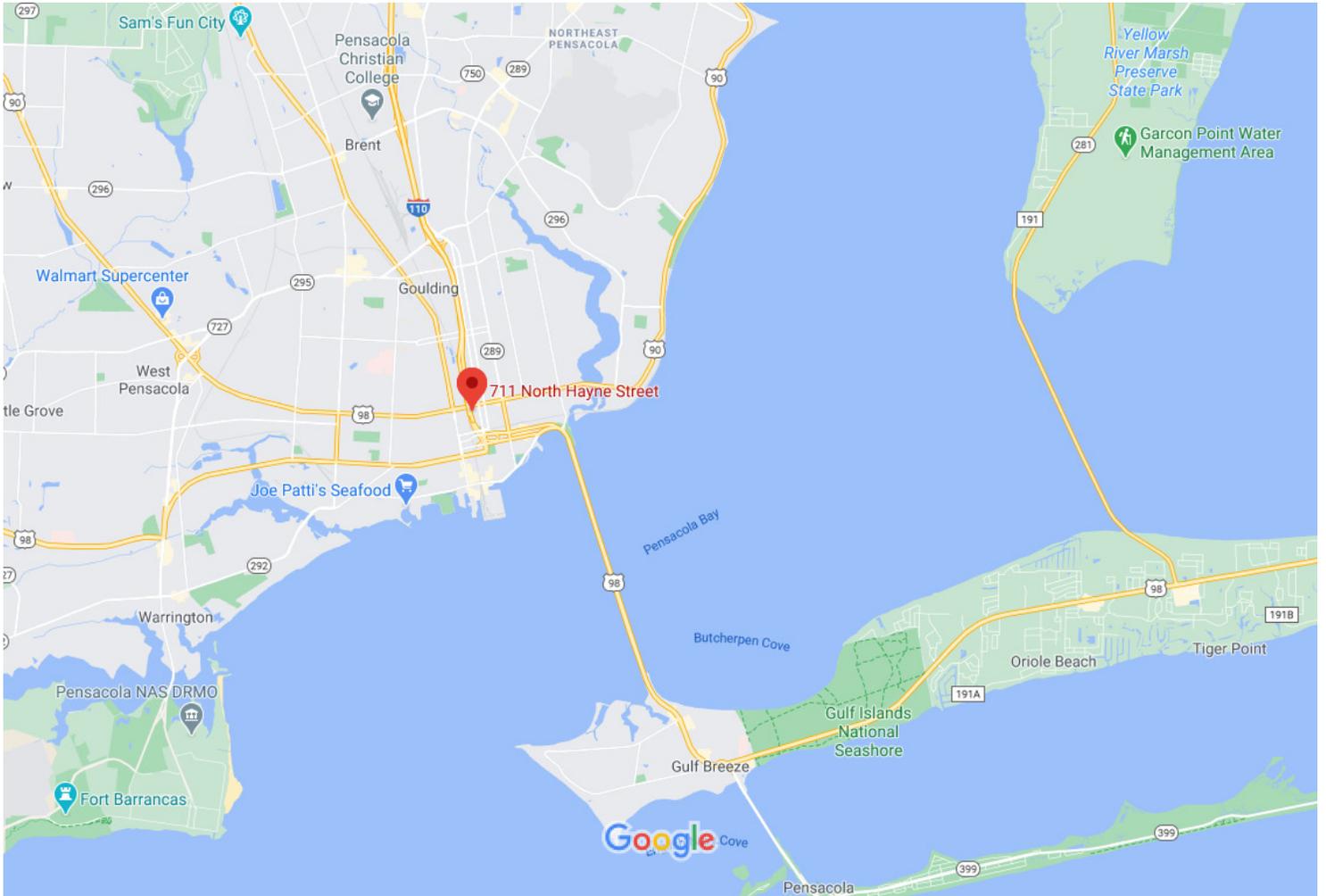
Portion of 711 N Hayne Street - Appraisal Map

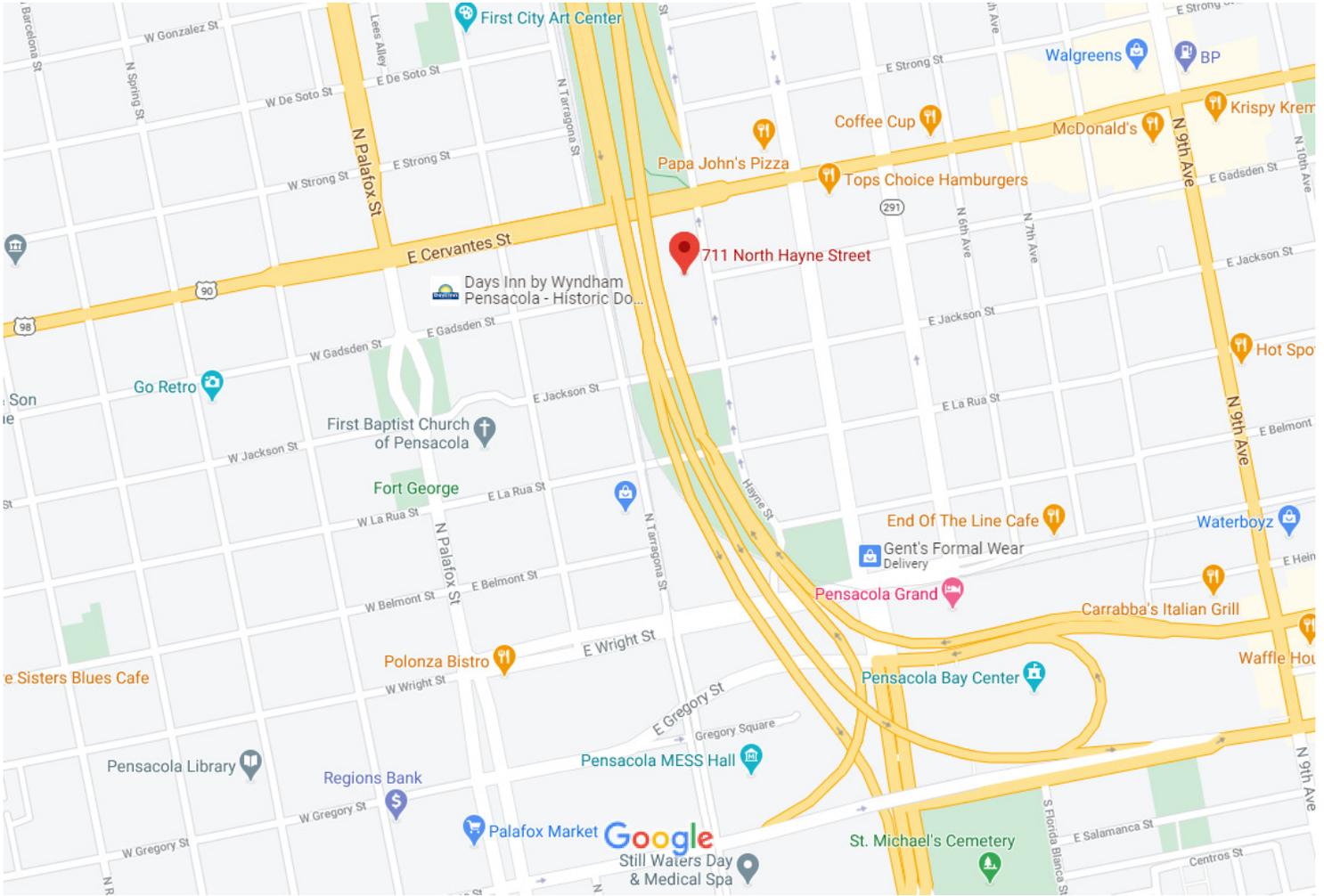



1 inch = 50 feet
Date: 8/18/2020

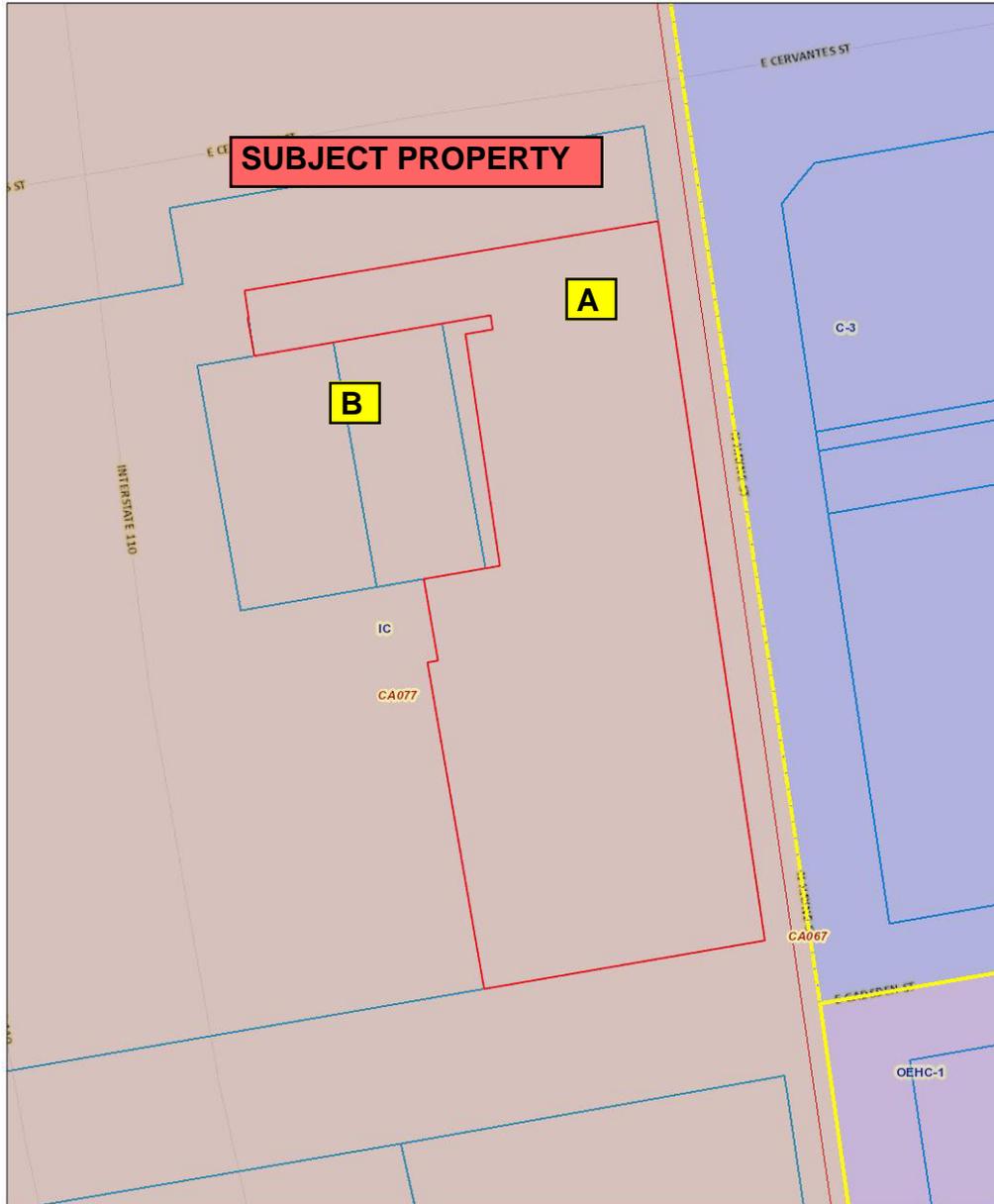
DISCLAIMER: The Emerald Coast Utilities Authority maps/data are informational records of the approximate location of ECUA Water and/or Sewer Facilities. No representation is made as to its accuracy, and ECUA disclaims any and all liability with respect to any information shown; which may or may not include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





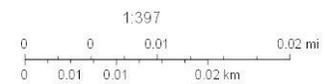


PARENT TRACT (PARCEL A)

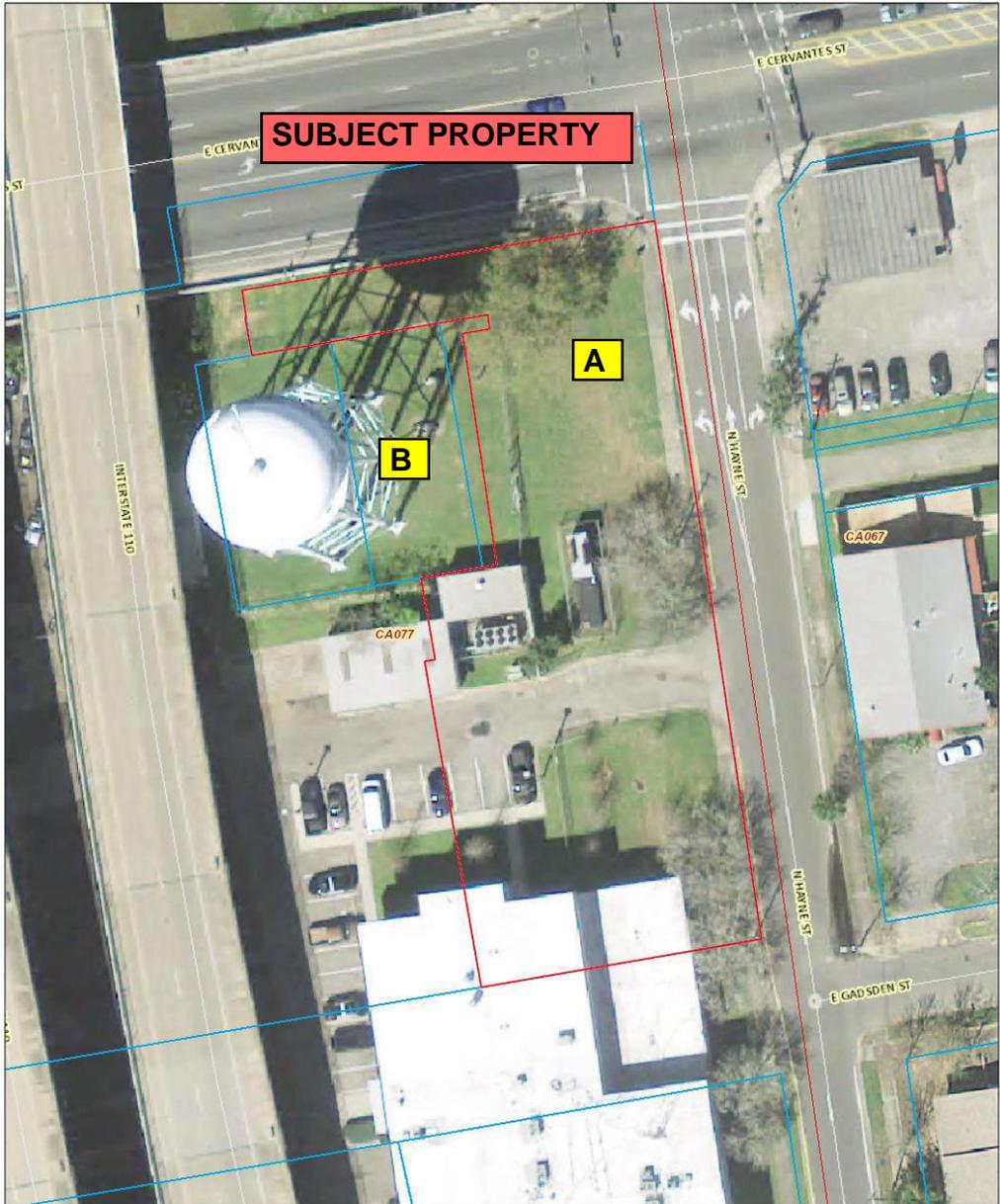


September 29, 2020

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

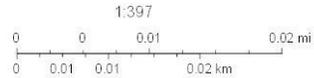


PARENT TRACT (PARCEL A)



September 29, 2020

- Override 1
- Property Line
- Boundary
- Map Grid



PARENT TRACT (PARCEL A)

[Restore Full Version](#)

General Information
Reference: 000S009020012140
Account: 134412000
Owners: PENSACOLA CITY OF
Mail: PO BOX 12910
PENSACOLA, FL 32521
Situs: 711 N HAYNE ST 32501
Use Code: MUNICIPAL OWNED
Taxing Authority: PENSACOLA CITY LIMITS
Tax Inquiry: [Open Tax Inquiry Window](#)
Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

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

[Disclaimer](#)

[Tax Estimator](#)

[File for New Homestead Exemption Online](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
None					

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

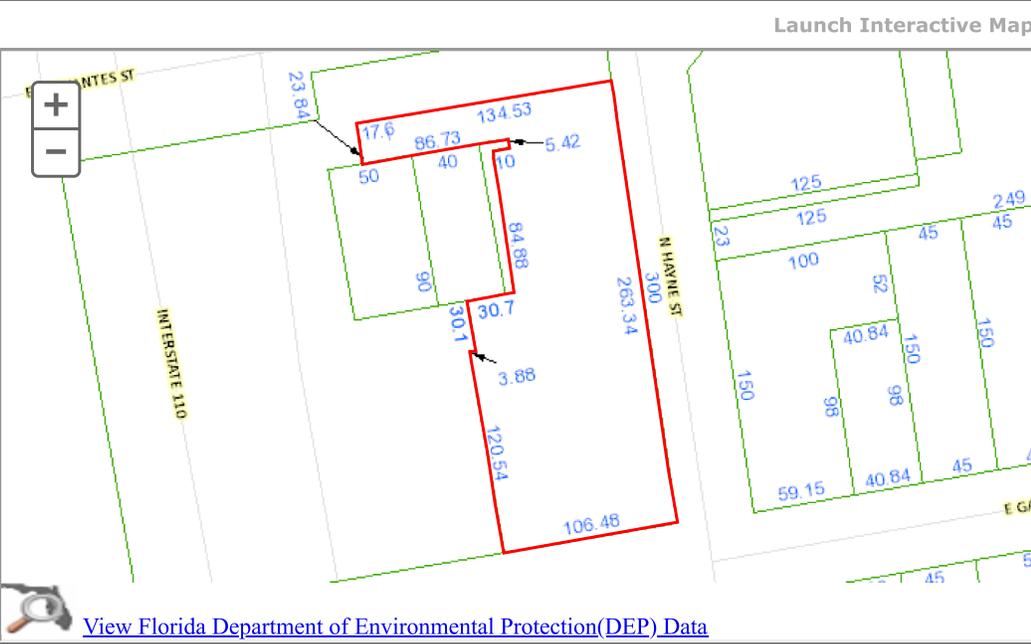
2020 Certified Roll Exemptions
MUNICIPAL OWNED

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

Extra Features
ASPHALT PAVEMENT
FRAME BUILDING
MOBILE HOME

Parcel Information

Section Map Id: [CA077](#)
Approx. Acreage: 0.5952
Zoned: IC
Evacuation & Flood Information
[Open Report](#)



PARENT TRACT (PARCEL A)

Escambia County Property Appraiser

000S009020012140 - Full Legal Description

BEG AT SE COR SD BLK 140 N 8 DEG 13 MIN 34 SEC W 263 34/100 FT S 80 DEG 41 MIN 54 SEC W 134 53/100 FT S 80 DEG 9 MIN 44 SEC W 17 58/100 FT TO BEG OF CURVE CONCAVE ELY RADIUS 4518 66/100 FT FROM TANGENT BEARING S 9 DEG 3 MIN 59 SEC E SELY 23 84/100 FT ALG SD CURVE THROUGH CENTRAL ANG 0 DEG 18 MIN 8 SEC TO END OF CURVE N 80 DEG 9 MIN 4 SEC E 86 73/100 FT S 8 DEG 13 MIN 37 SEC E 5 42/100 FT S 80 DEG 9 MIN 4 SEC W 10 FT S 8 DEG 13 MIN 37 SEC E 84 88/100 FT S 80 DEG 5 MIN 9 SEC W 30 74/100 FT S 9 DEG 51 MIN 52 SEC E 30 13/100 FT S 80 DEG 4 MIN 15 SEC W 3 88/100 FT S 9 DEG 18 MIN 55 SEC E 120 54/100 FT N 80 DEG 0 MIN 44 SEC E 106 48/100 FT TO POB PART OF LTS 12 13 14 15 16 17 18 19 & 20 BLK 140 EAST KING TRACT OR 1340 P 185 CA 77 LESS OR 5124 P 1805 ST RD R/W



Scott Lunsford, CFC • Escambia County Tax Collector

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PARENT TRACT (PARCEL A)



SCAN TO PAY ONLINE

2019

REAL ESTATE

TAXES

Notice of Ad Valorem and Non-Ad Valorem Assessments

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
13-4412-000	16		000S009020012140

PENSACOLA CITY OF
 PO BOX 12910
 PENSACOLA, FL 32521

PROPERTY ADDRESS:
 711 N HAYNE ST

EXEMPTIONS:
 MUNICIPAL-CITY OWNED

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	1,551,867	1,551,867	0	0.00
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.0990	1,551,867	1,551,867	0	0.00
BY STATE LAW	3.9440	1,551,867	1,551,867	0	0.00
PENSACOLA	4.2895	1,551,867	1,551,867	0	0.00
WATER MANAGEMENT	0.0327	1,551,867	1,551,867	0	0.00
M.S.T.U. LIBRARY	0.3590	1,551,867	1,551,867	0	0.00
TOTAL MILLAGE 17.3407					AD VALOREM TAXES \$0.00

LEGAL DESCRIPTION

NON-AD VALOREM ASSESSMENTS

LEGAL DESCRIPTION	TAXING AUTHORITY	RATE	AMOUNT
BEG AT SE COR SD BLK 140 N 8 DEG 13 MIN 34 SEC W 263 34/100 FT S 80 DEG 41 MIN 5 See Additional Legal on Tax Roll			
NON-AD VALOREM ASSESSMENTS			\$0.00

Pay online at EscambiaTaxCollector.com

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

COMBINED TAXES AND ASSESSMENTS \$0.00

If Paid By	Sep 30, 2020				
Please Pay	\$0.00				

RETAIN FOR YOUR RECORDS

2019 REAL ESTATE TAXES

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

Make checks payable to:

Scott Lunsford, CFC

Escambia County Tax Collector

P.O. BOX 1312
PENSACOLA, FL 32591

Pay online at EscambiaTaxCollector.com

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

PAY ONLY ONE AMOUNT

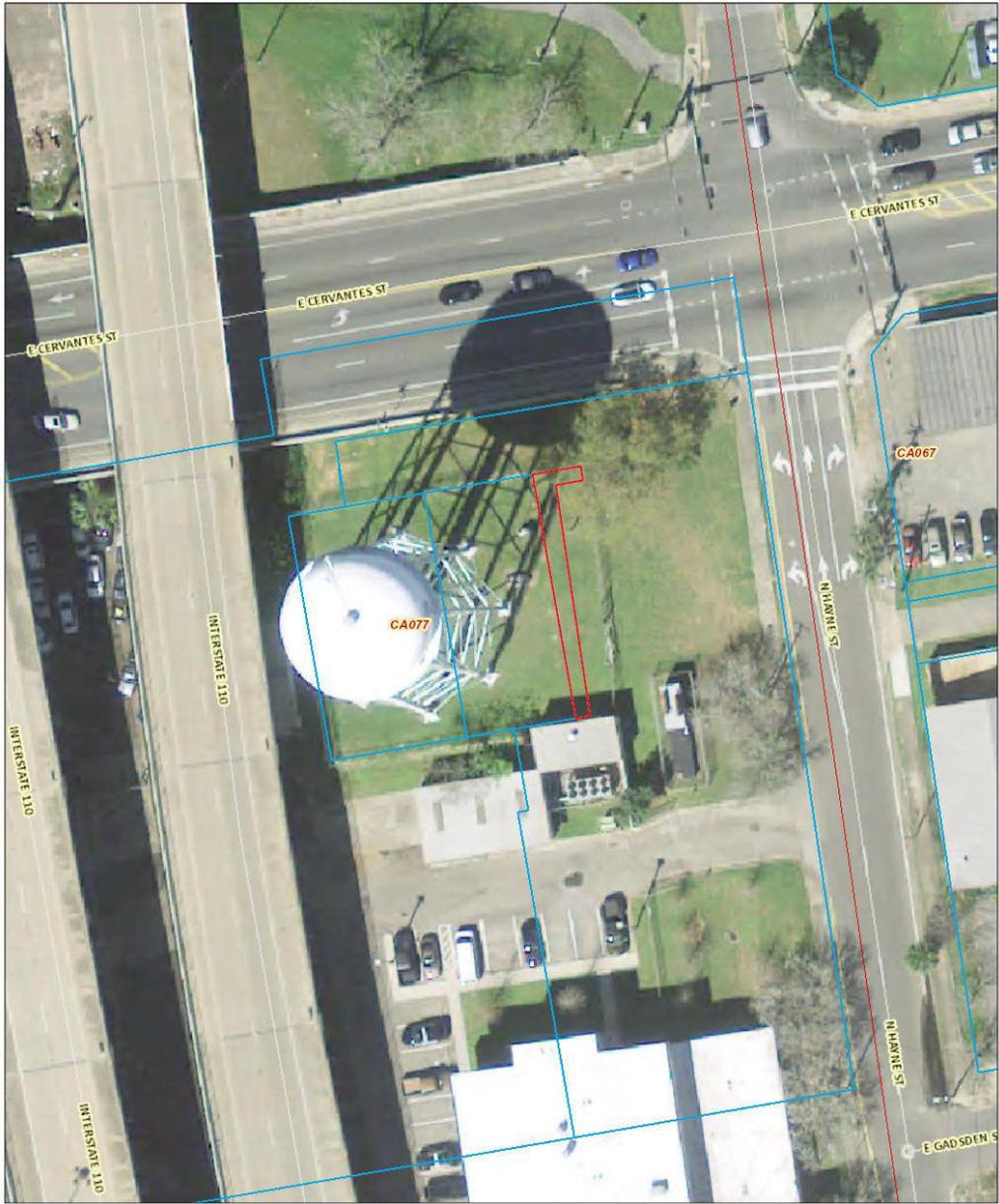
AMOUNT IF PAID BY	Sep 30, 2020
	0.00
AMOUNT IF PAID BY	

DO NOT FOLD, STAPLE, OR MUTILATE

ACCOUNT NUMBER
13-4412-000
PROPERTY ADDRESS
711 N HAYNE ST

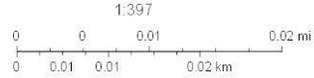
PENSACOLA CITY OF
 PO BOX 12910
 PENSACOLA, FL 32521

PARCEL B



September 29, 2020

-  Override 1
-  Property Line
-  Boundary
-  Map Grid



PARCEL B

General Information
Reference: 000S009020018140
Account: 134418000
Owners: PENSACOLA CITY OF
Mail: PO BOX 12910
 PENSACOLA, FL 32521
Situs: 200 BLK E CERVANTES ST 32501
Use Code: VACANT COMMERCIAL
Taxing Authority: PENSACOLA CITY LIMITS
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Scott Lunsford
 Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2020	\$3,924	\$0	\$3,924	\$2,658
2019	\$3,924	\$0	\$3,924	\$2,417
2018	\$3,924	\$0	\$3,924	\$2,198

[Disclaimer](#)

[Tax Estimator](#)

[File for New Homestead Exemption Online](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
None					

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

2020 Certified Roll Exemptions
 MUNICIPAL OWNED

Legal Description
 LT 10 BLK 140 & W 10 FT OF E 75 FT OF N 5 1/2 FT OF LT 13 BLK 140 EAST KING TRACT CA 77 LESS OR 1817 P 187 ESCAMBIA...

Extra Features
 None

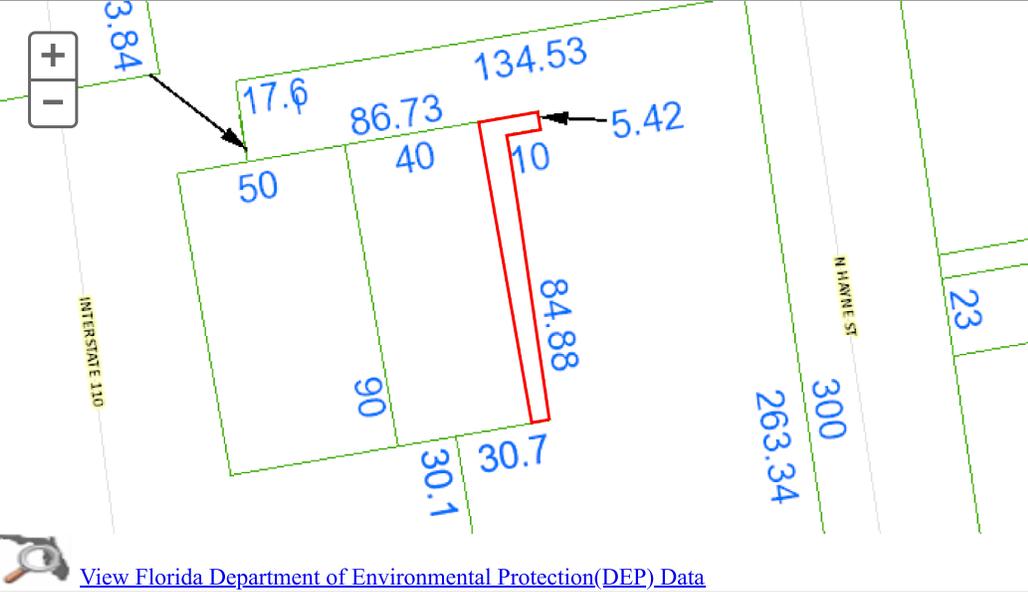
Parcel Information

Section Map Id: [CA077](#)

Approx. Acreage: 0.0147

Zoned: IC

Evacuation & Flood Information
[Open Report](#)



Escambia County Property Appraiser

000S009020018140 - Full Legal Description

PARCEL B

LT 10 BLK 140 & W 10 FT OF E 75 FT OF N 5 1/2 FT OF LT 13 BLK 140 EAST KING TRACT CA 77 LESS OR 1817 P
187 ESCAMBIA COUNTY UTILITIES AUTHORITY CA 77



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PARCEL B



SCAN TO PAY ONLINE

2019

REAL ESTATE

TAXES

Notice of Ad Valorem and Non-Ad Valorem Assessments

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
13-4418-000	16		0005009020018140

PENSACOLA CITY OF
PO BOX 12910
PENSACOLA, FL 32521

PROPERTY ADDRESS:
200 BLK E CERVANTES ST

EXEMPTIONS:
MUNICIPAL-CITY OWNED

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	2,417	2,417	0	0.00
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.0990	3,924	3,924	0	0.00
BY STATE LAW	3.9440	3,924	3,924	0	0.00
PENSACOLA	4.2895	2,417	2,417	0	0.00
WATER MANAGEMENT	0.0327	2,417	2,417	0	0.00
M.S.T.U. LIBRARY	0.3590	2,417	2,417	0	0.00
TOTAL MILLAGE 17.3407					AD VALOREM TAXES \$0.00

LEGAL DESCRIPTION

NON-AD VALOREM ASSESSMENTS

LEGAL DESCRIPTION	TAXING AUTHORITY	RATE	AMOUNT
LT 10 BLK 140 & W 10 FT OF E 75 FT OF N 5 1/2 FT OF LT 13 BLK 140 EAST KING TRAC See Additional Legal on Tax Roll			
NON-AD VALOREM ASSESSMENTS			\$0.00

Pay online at EscambiaTaxCollector.com

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

COMBINED TAXES AND ASSESSMENTS \$0.00

If Paid By	Sep 30, 2020				
Please Pay	\$0.00				

RETAIN FOR YOUR RECORDS

2019 REAL ESTATE TAXES

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

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Escambia County Tax Collector

P.O. BOX 1312
PENSACOLA, FL 32591

Pay online at EscambiaTaxCollector.com

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

PAY ONLY ONE AMOUNT

AMOUNT IF PAID BY	Sep 30, 2020
	0.00
AMOUNT IF PAID BY	

DO NOT FOLD, STAPLE, OR MUTILATE

ACCOUNT NUMBER
13-4418-000
PROPERTY ADDRESS
200 BLK E CERVANTES ST

PENSACOLA CITY OF
PO BOX 12910
PENSACOLA, FL 32521

FLOOD MAP



September 29, 2020

polygonLayer

Override 1

— LOCAL ROAD

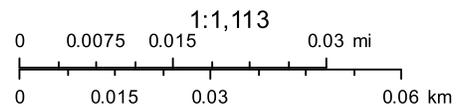
□ Parcels

Streets

— PRINCIPAL ARTERIAL

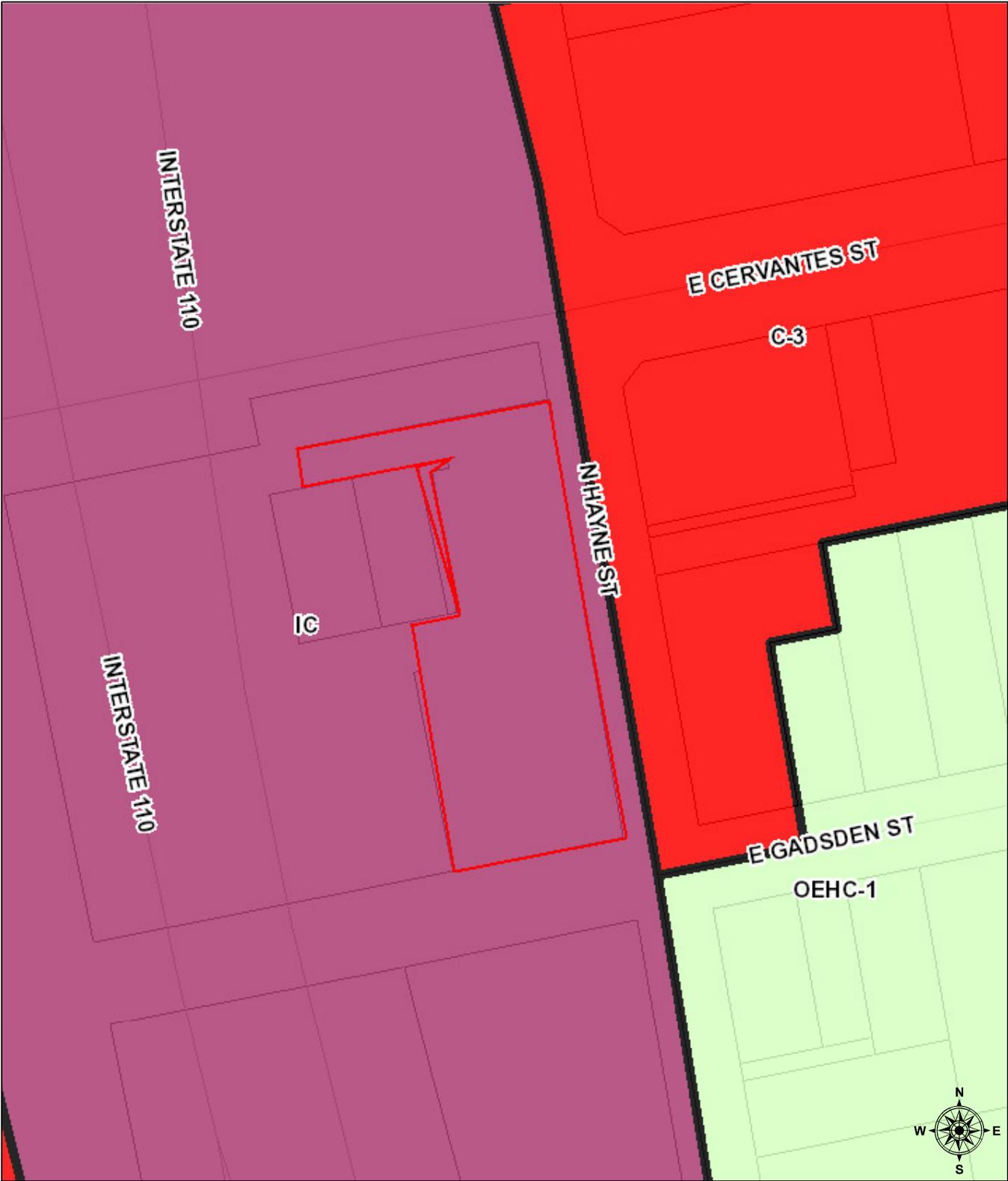
— MINOR ARTERIAL

COLLECTOR

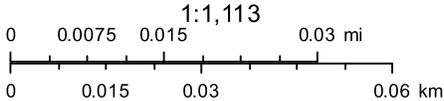


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

ZONING

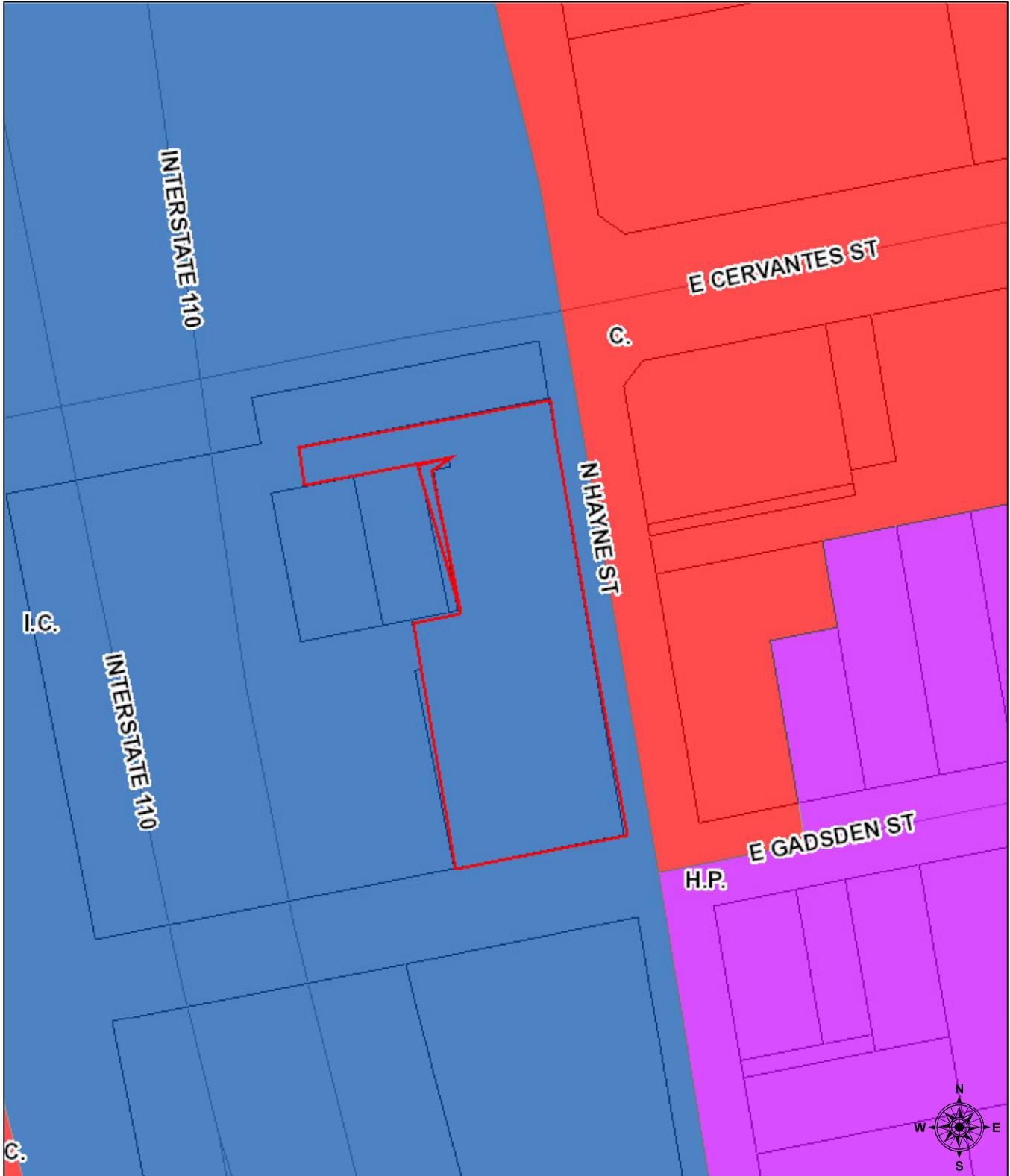


September 29, 2020

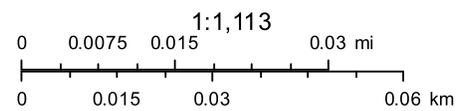


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

FUTURE LAND USE

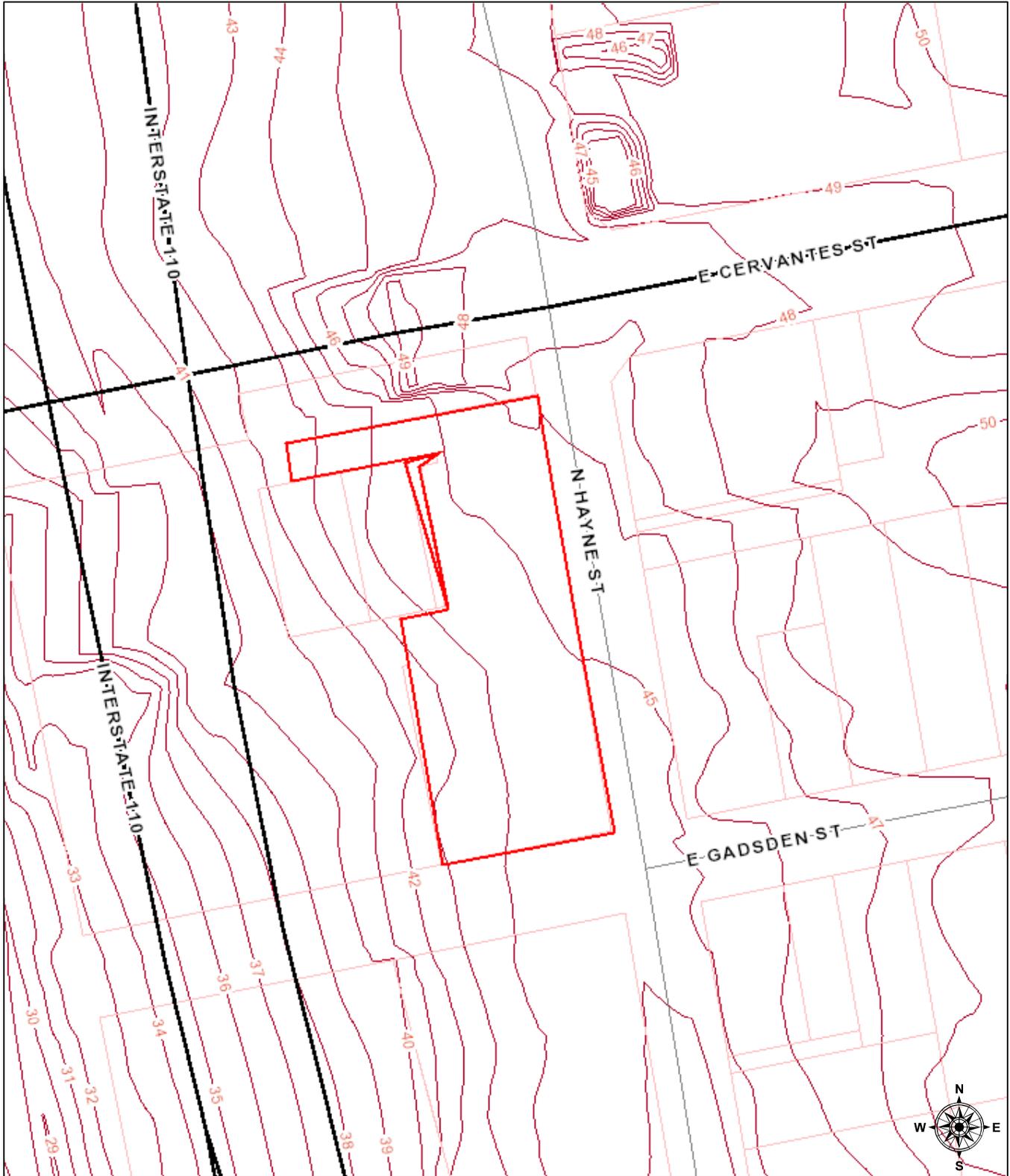


September 29, 2020

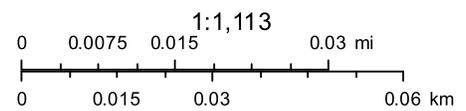


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

CONTOURS



September 29, 2020



- | | |
|----------------------|------------------------|
| polygonLayer | — LOCAL ROAD |
| Override 1 | □ Parcels |
| Streets | — Contours - Elevation |
| — PRINCIPAL ARTERIAL | □ County Outline |
| — MINOR ARTERIAL | |
| — COLLECTOR | |

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

COMPARABLE LAND SALE

COMPARABLE NO.: 1 RECORD NUMBER: 7936

CLASSIFICATION: COMMERCIAL LAND

DATE: 12/17/2018

LOCATION: 3601 DR. MARTIN LUTHER KING DRIVE,
PENSACOLA, FLORIDA

SALES PRICE: \$75,000

GRANTOR: DENNIS C. PAEDAE AND SUZANNE R. PAEDAE
GRANTEE: N ALCANIZ LLC

REFERENCE: OR 8020 PAGE 1335; GCMLS #2284297

TERMS: CASH TO SELLER/ARMS LENGTH TRANSACTION
ZONING: HC/LI; HEAVY COMMERCIAL AND LIGHT
INDUSTRIAL (ESCAMBIA COUNTY) AND C-3;
COMMERCIAL (CITY OF PENSACOLA)

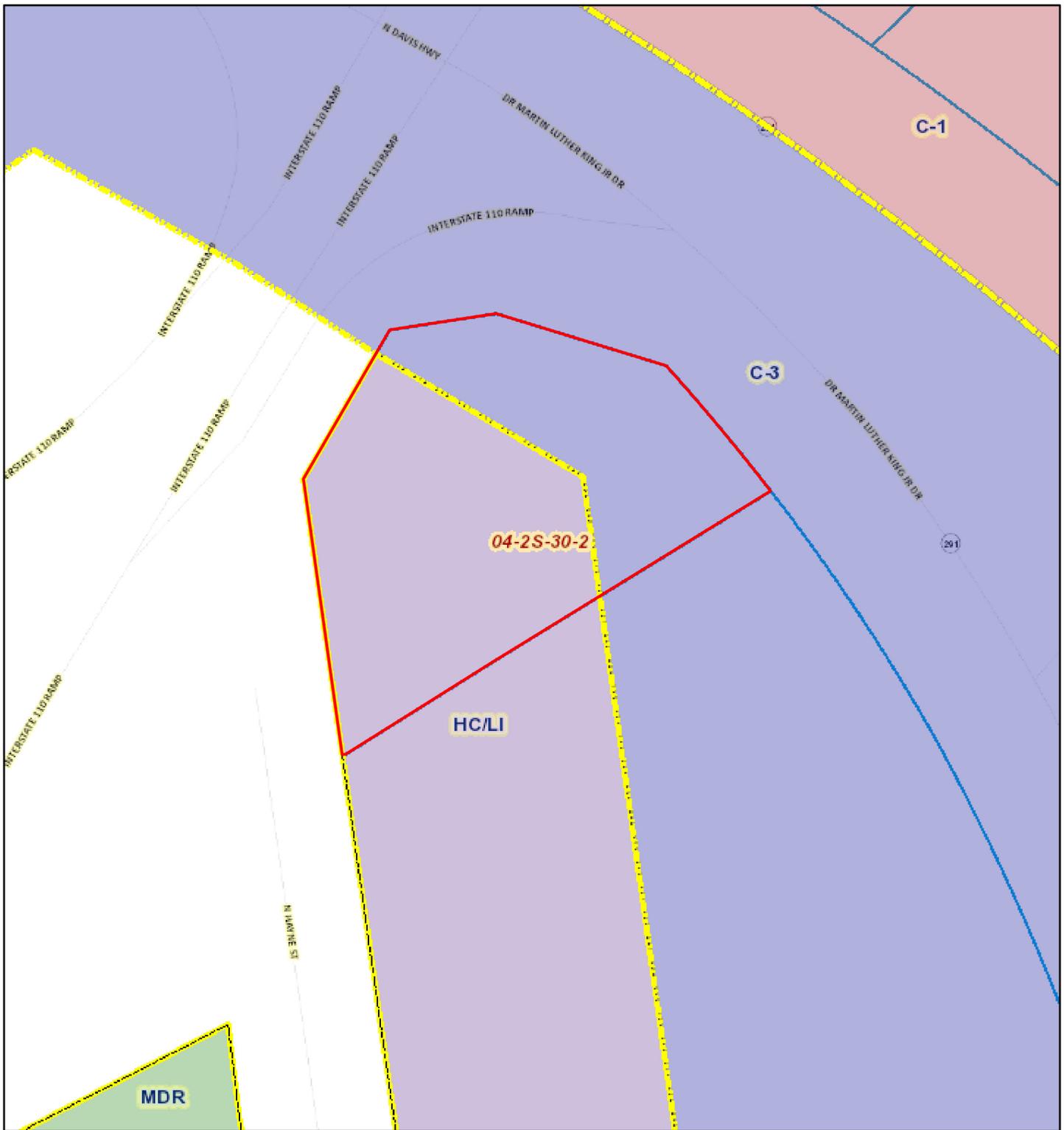
HIGHEST AND BEST USE: OFFICE/WAREHOUSE

LAND SIZE: 22,216 SQ. FT.
NUMBER OF ACRES: 0.51 ACRE
FRONT FEET: 200 FT.

LAND UNIT PRICES:
PER SQUARE FOOT: \$3.38
PER ACRE: \$147,058.82
PER FRONT FOOT: \$375.00

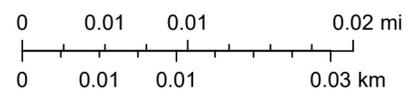
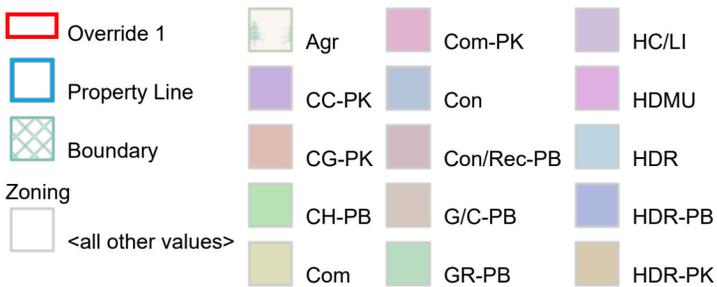
REMARKS:

- FAIRLY REGULAR-SHAPED PARCEL LOCATED ON THE WEST SIDE OF DR. MARTIN LUTHER KING, AT ITS INTERSECTION WITH THE INTERSTATE 110 RAMP.
- PARCEL WAS LISTED FOR SALE WITH GULF COAST REAL ESTATE (GMLS # 2284297) AT A SALES PRICE OF \$89,900. PARCEL WAS ON THE MARKET FOR 1,540 DAYS BEFORE IT SOLD.
- PARCEL I.D. #: 04-2S-30-6001-019-036
- JURISDICTION: ESCAMBIA COUNTY, FLORIDA.



October 20, 2020

1:732

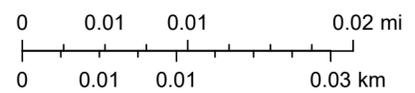




October 20, 2020

1:732

-  Override 1
-  Property Line
-  Map Grid



COMPARABLE LAND SALE

COMPARABLE NO.: 2 RECORD NUMBER: 7836

CLASSIFICATION: COMMERCIAL LAND

DATE: 2/28/2018

LOCATION: 4703 NORTH PALAFOX STREET & 9 QUINA WAY,
PENSACOLA, FLORIDA

SALES PRICE: \$180,500

GRANTORS: WILLNEILA LLC
REX H. & LOTTIE NELL CREWS

GRANTEE: PHILLIP & ATONIA WALTERS

REFERENCE: OR 7862 PAGE 272 AND PAGE 219; GCMLS #2262011

BRIEF LEGAL DESCRIPTION: LOTS 1 THROUGH 6, BLOCK 8, BRENTWOOD,
ESCAMBIA COUNTY, FLORIDA

TERMS: CASH TO SELLER

ZONING: COM; COMMERCIAL &
HDMU; HIGH DENSITY MIXED USE

HIGHEST AND BEST USE: RETAIL/WAREHOUSE

LAND SIZE: 44,431 SQ. FT. (1.02 ACRES)

FRONT FEET: 150 FT.

LAND UNIT PRICES:

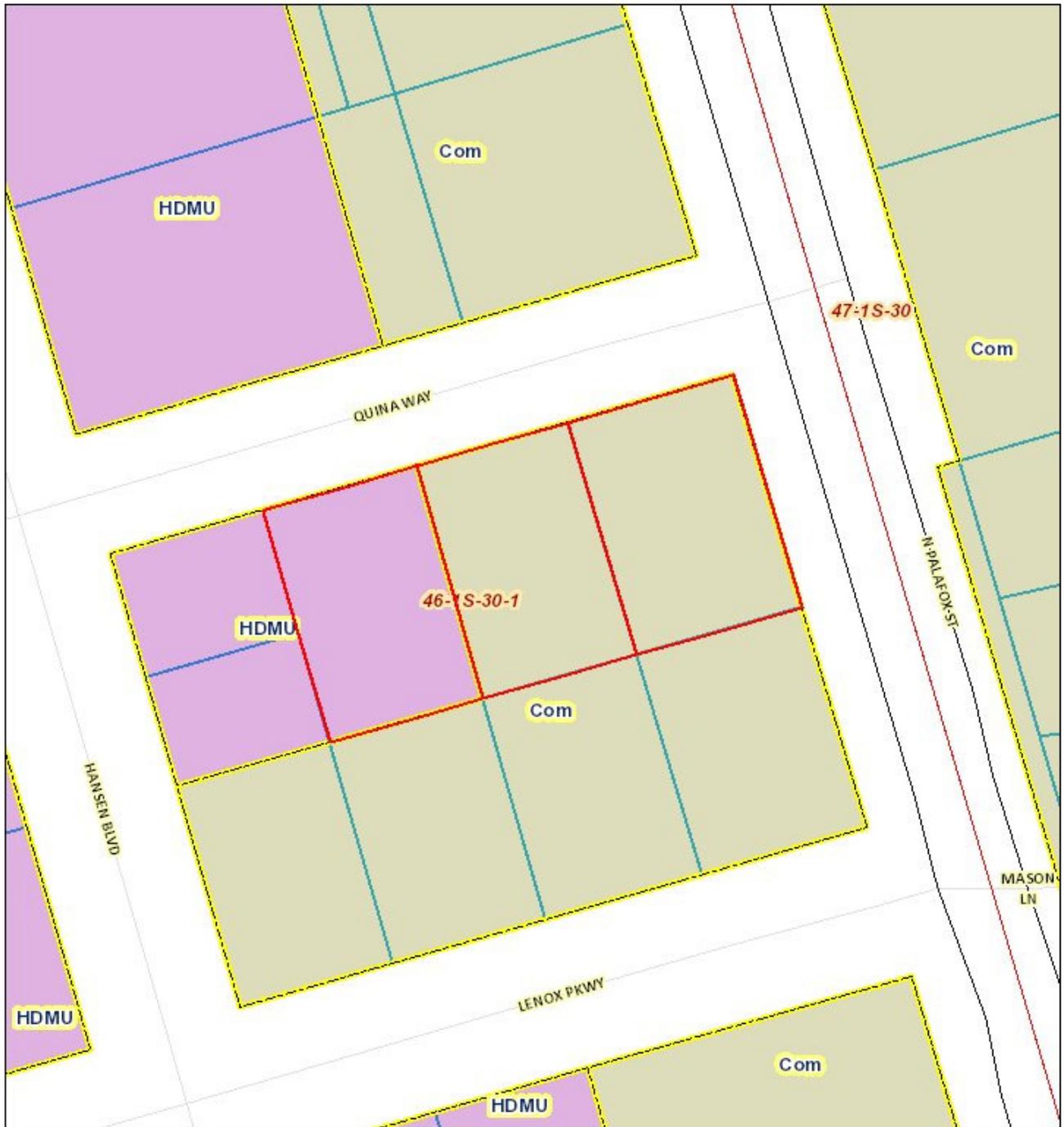
PER SQUARE FOOT: \$4.06

PER ACRE: \$176,960.78

PER FRONT FOOT: \$1,203.33

REMARKS:

- TWO ADJOINING PARCELS LOCATED ON THE SOUTHWEST CORNER OF NORTH PALAFOX STREET AND QUINA WAY.
- PROPERTY WAS LISTED FOR SALE WITH EXIT REALTY NFI AT A PRICE OF \$254,000 (GCMLS #2262011). PROPERTY WAS ON THE MARKET FOR 499 DAYS BEFORE IT SOLD.
- COMPARABLE SALES DATA WAS VERIFIED BY CHARLES C. SHERRILL, JR., MAI WITH GARY WATSON (BROKER) OF EXIT REALTY NFI.
- PARCEL I.D. #: 46-1S-30-2001-001-008 AND 46-1S-30-2001-003-008
- JURISDICTION: ESCAMBIA COUNTY, FLORIDA.



January 2, 2019

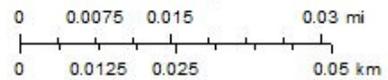
polygonLayer

Override 1

Map Grid

Boundary

1:1,085



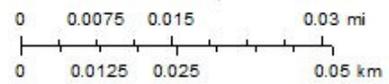


January 2, 2019

1:1,085

polygonLayer

- All Roads
- Override 1
- Map Grid
- Boundary
- Major Roads
- Property Line
- Red: Band_1
- Green: Band_2
- Blue: Band_3



COMPARABLE LAND SALE

COMPARABLE NO.: 3 RECORD NUMBER: 1017

CLASSIFICATION: VACANT COMMERCIAL LAND

DATE: 09/26/2019

LOCATION: 3100 BLOCK OF NORTH S STREET, PENSACOLA, FLORIDA

SALES PRICE: \$165,000

GRANTOR: JJMCTM PROPERTIES, LLC
GRANTEE: PENSACOLA LAND, LLC

REFERENCE: OR 8172 PAGE 1197; GCMLS #2312820

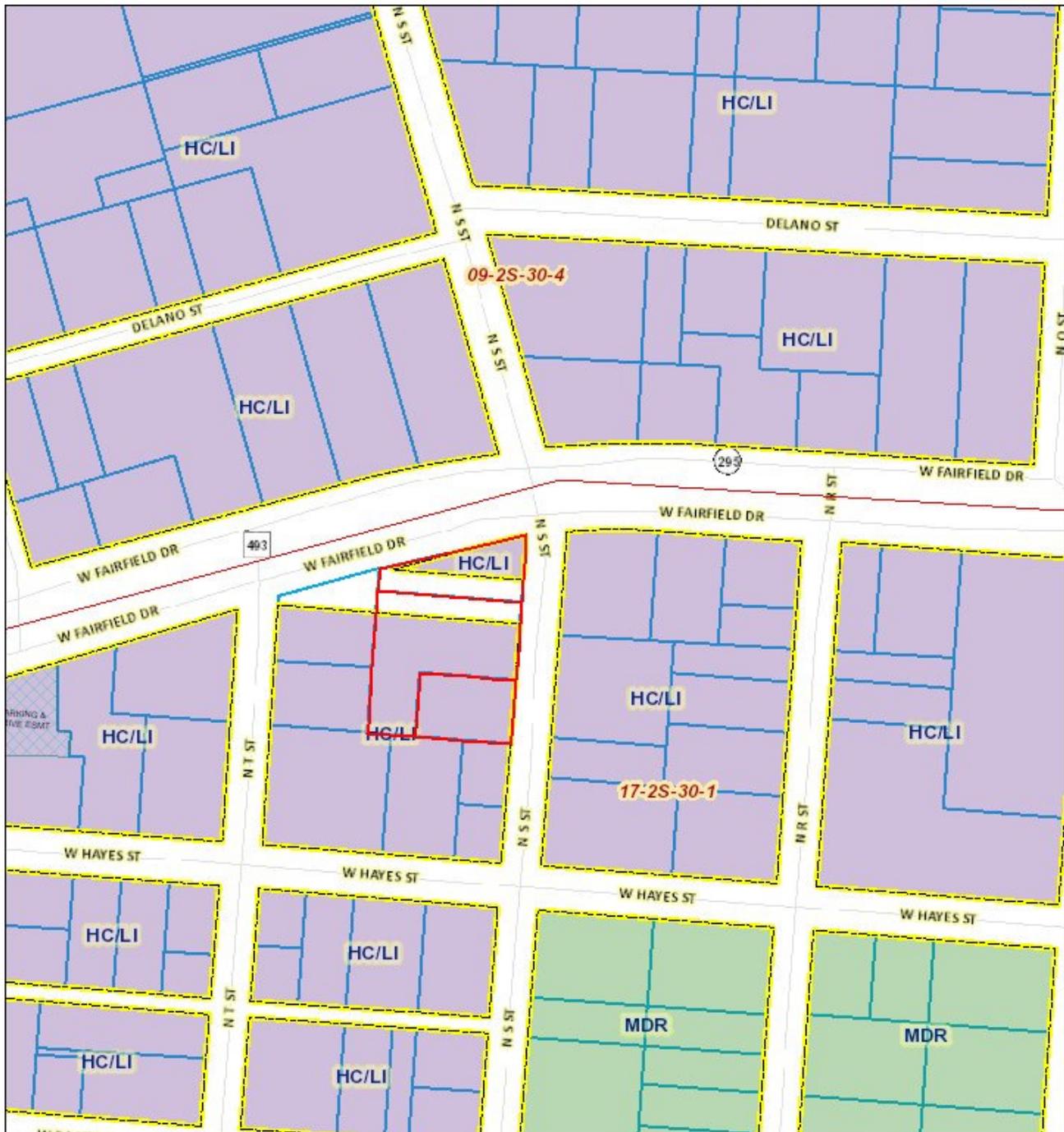
TERMS: CASH TO SELLER
ZONING: HC/LI; HEAVY COMMERCIAL AND LIGHT INDUSTRIAL
HIGHEST AND BEST USE: OFFICE/WAREHOUSE

LAND SIZE: 0.73 ACRE (31,799 SQ. FT.)
FRONT FEET: 180 FT.

LAND UNIT PRICES:
PER SQUARE FOOT: \$5.19
PER FRONT FOOT: \$916.67

REMARKS:

- THREE PARCELS LOCATED AT THE SOUTHWEST CORNER OF WEST FAIRFIELD DRIVE AND NORTH S STREET, JUST EAST OF NORTH W STREET.
- PROPERTY WAS LISTED FOR SALE WITH SVN / SOUTHLAND COMMERCIAL AT A PRICE OF \$175,000 (GCMLS #2312820). PROPERTY WAS ON THE MARKET FOR 1,871 DAYS BEFORE IT SOLD.
- COMPARABLE SALES DATA WAS VERIFIED BY CHARLES C. SHERRILL, JR., MAI WITH ROBIN VERGE (BROKER) OF CALDWELL BANKER COMMERCIAL NRT PENSACOLA.
- PARCEL I.D. #: 17-2S-30-1400-011-093, 17-2S-30-1400-005-092, AND 17-2S-30-1400-007-092
- JURISDICTION: ESCAMBIA COUNTY, FLORIDA



December 2, 2019

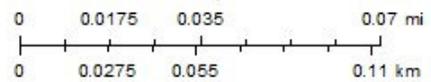
1:2,117

polygonLayer

Override 1

 Map Grid

 Boundary





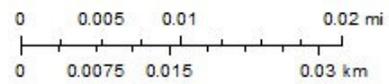
December 2, 2019

1:681

polygonLayer

Override 1

- Map Grid
- Boundary
- Property Line



COMPARABLE LAND SALE

COMPARABLE NO.: 4 RECORD NUMBER: 1054

CLASSIFICATION: VACANT RESIDENTIAL

DATE: 06/22/2018

LOCATION: 417 WEST CERVANTES STREET, PENSACOLA, FLORIDA

SALES PRICE: \$53,500

GRANTOR: PATRICIA JANE GIBSON, MARTHA KAY CHILDS MARY HOPE SERVICE AND ABIGAIL SHERRILL

GRANTEE: BRITTANY BROUSSARD

REFERENCE: OR 7923 PAGE 1718; MLS #535114

TERMS: CASH TO SELLER/ARM'S LENGTH TRANSACTION

ZONING: R-NCB; RESIDENTAIL/NEIGHBORHOOD COMMERCIAL

HIGHEST AND BEST USE: OFFICE/RESIDENTIAL

LAND SIZE: 8,100 SQUARE FEET (0.186 ACRE)

FRONT FEET: 60 FT.

LAND UNIT PRICES:

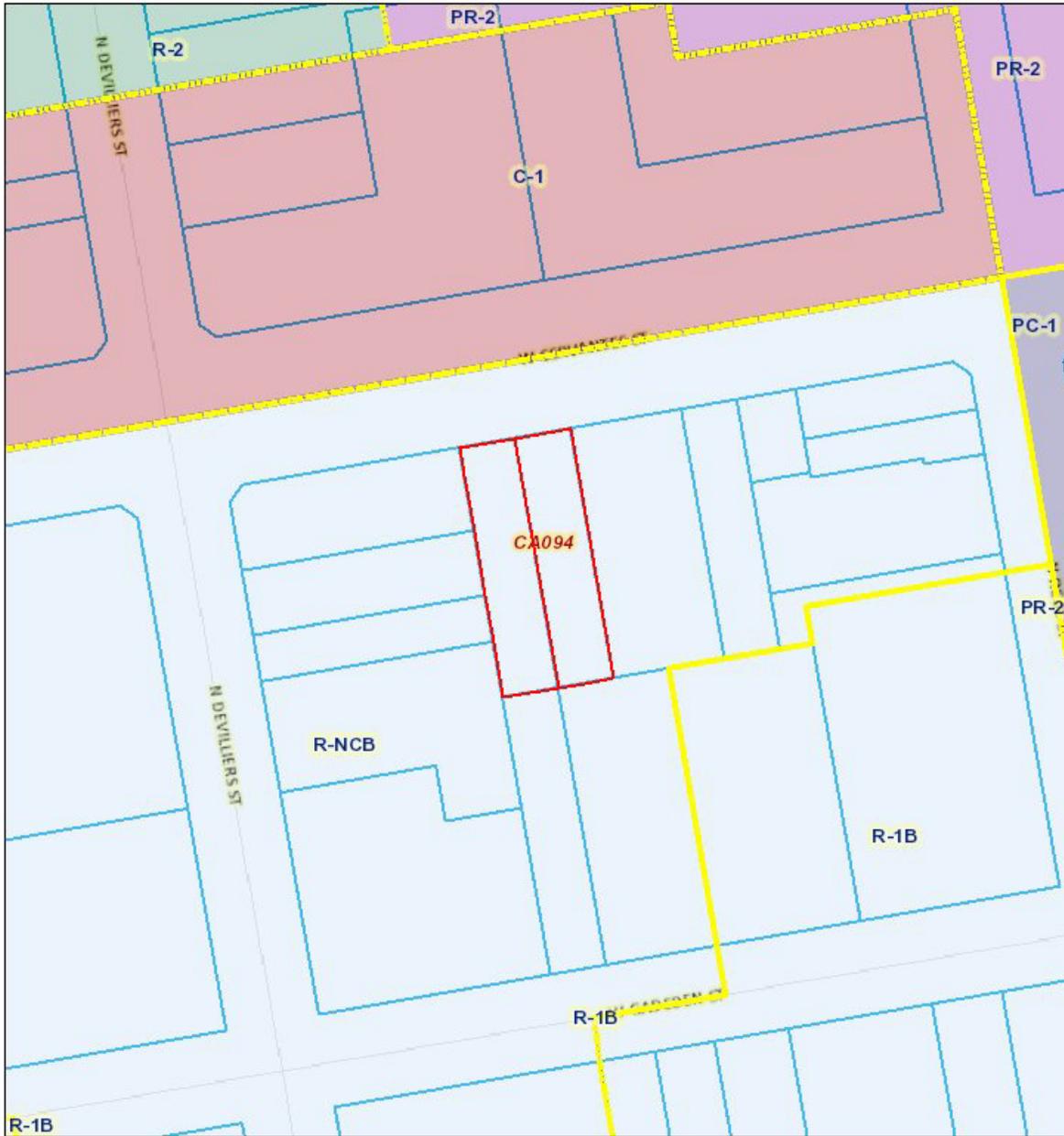
PER SQUARE FOOT: \$6.60

PER ACRE: \$287,634

PER FRONT FOOT: \$891.67

REMARKS:

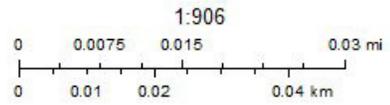
- VACANT LAND PARCEL IS LOCATED ON THE SOUTH SIDE OF WEST CERVANTES STREET JUST WEST OF NORTH REUSS STREET.
- PROPERTY WAS LISTED FOR SALE WITH LEVIN RINKE REALTY AT A PRICE OF \$59,900 (MLS #535114). PROPERTY WAS ON THE MARKET FOR 25 DAYS BEFORE IT SOLD.
- PARCEL I.D. #: 00-0S-00-9010-120-028 AND 00-0S-00-9010-110-028
- JURISDICTION: CITY OF PENSACOLA, FLORIDA.



January 16, 2020

polygonLayer

- Override 1
-  Map Grid
-  Boundary

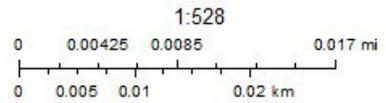




January 16, 2020

polygonLayer

- Override 1
-  Map Grid
-  Boundary
-  Property Line



COMPARABLE LAND SALE

COMPARABLE NO.: 5 RECORD NUMBER: 1137

CLASSIFICATION: COMMERCIAL LAND

DATE: 09-30-20

LOCATION: 3499 NORTH DAVIS HIGHWAY, PENSACOLA, FLORIDA
(C.O.)

SALES PRICE: \$139,900

GRANTOR: N/A - (CURRENT OFFERING)
GRANTEE: N/A - (CURRENT OFFERING)

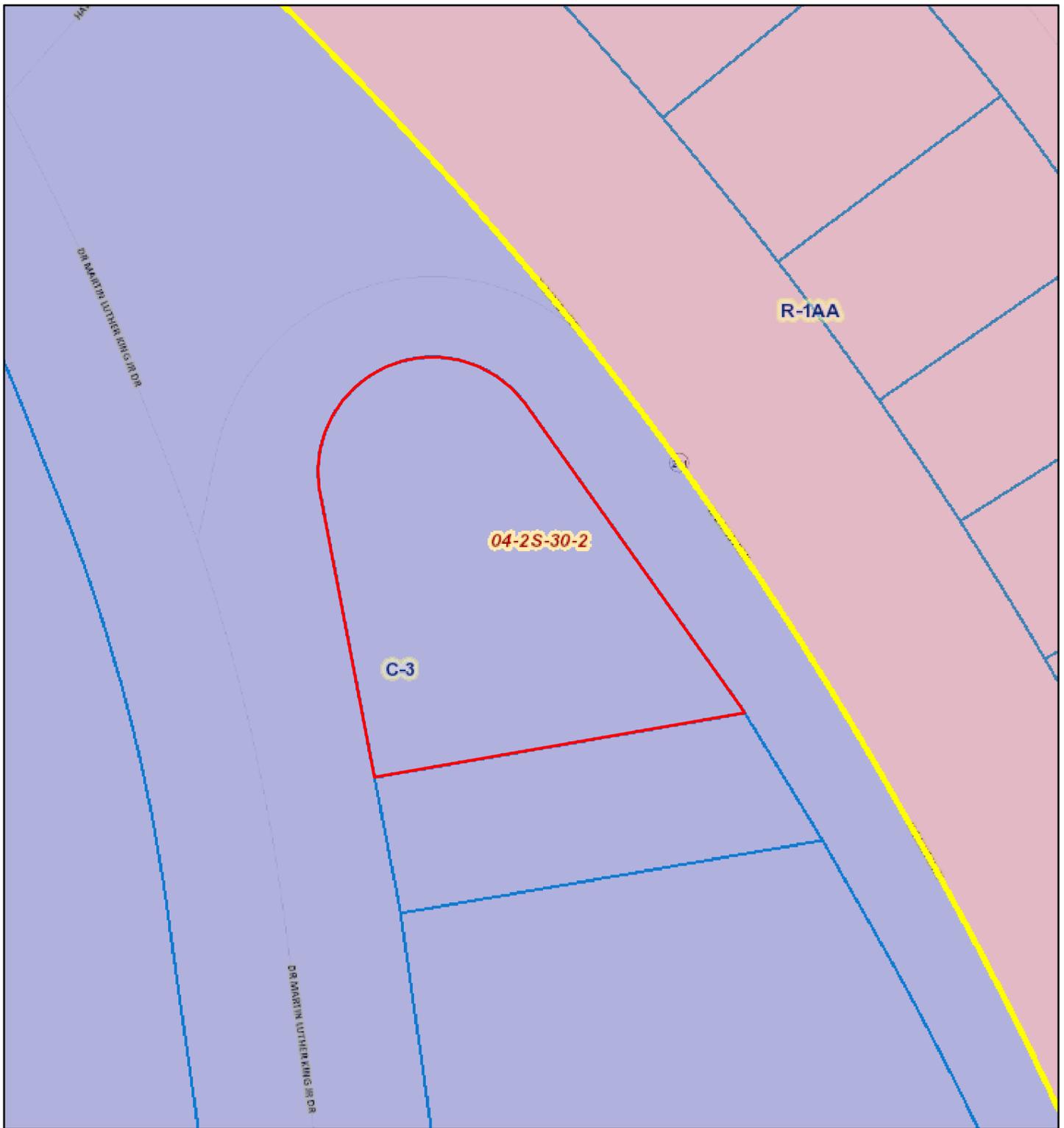
REFERENCE: N/A - (CURRENT OFFERING); GCMLS #29771911
TERMS: N/A - (CURRENT OFFERING)
ZONING: C-3; COMMERCIAL
HIGHEST AND BEST USE: OFFICE/WAREHOUSE

LAND SIZE: 0.48 ACRE (20,909 SQ. FT.)
FRONT FEET: 161 FT.

LAND UNIT PRICES:
PER SQUARE FOOT: 6.69
PER ACRE: \$291,458.33
PER FRONT FOOT: 868.94

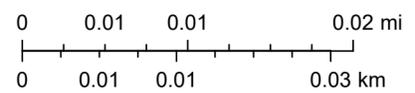
REMARKS:

- PARCEL IS LOCATED ON THE WEST SIDE OF NORTH DAVIS HIGHWAY AND THE EAST SIDE OF DR. MARTIN LUTHER KING JR. DRIVE, NORTH OF TEXAR DRIVE.
- PROPERTY IS LISTED FOR SALE WITH NAI PENSACOLA AT A PRICE OF \$139,900 (GCMLS #29771911).
- PARCEL I.D. #: 04-2S-30-3001-000-002.
- JURISDICTION: CITY OF PENSACOLA, FLORIDA



October 20, 2020

1:732

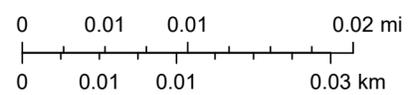




October 20, 2020

1:732

-  Override 1
-  Property Line
-  Map Grid



COMPARABLE LOCATION MAP



APPRAISER'S QUALIFICATIONS

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

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

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

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

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

CONTINUING EDUCATION:

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

Appraisal Institute

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

APPRAISER'S QUALIFICATIONS

CONTINUING EDUCATION (Continued):

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

State Certification

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

EXPERIENCE:

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

PROFESSIONAL LICENSES:

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

PROFESSIONAL MEMBERSHIPS:

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

CIVIC ACTIVITIES:

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

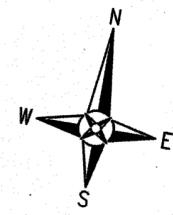
Other civic involvements include various fund raising activities for Boy Scouts of America, Junior Achievement, March of Dimes, American Cancer Society, Leukemia Society, Manna Food Bank, and the American Heart Association.

APPRAISER'S QUALIFICATIONS

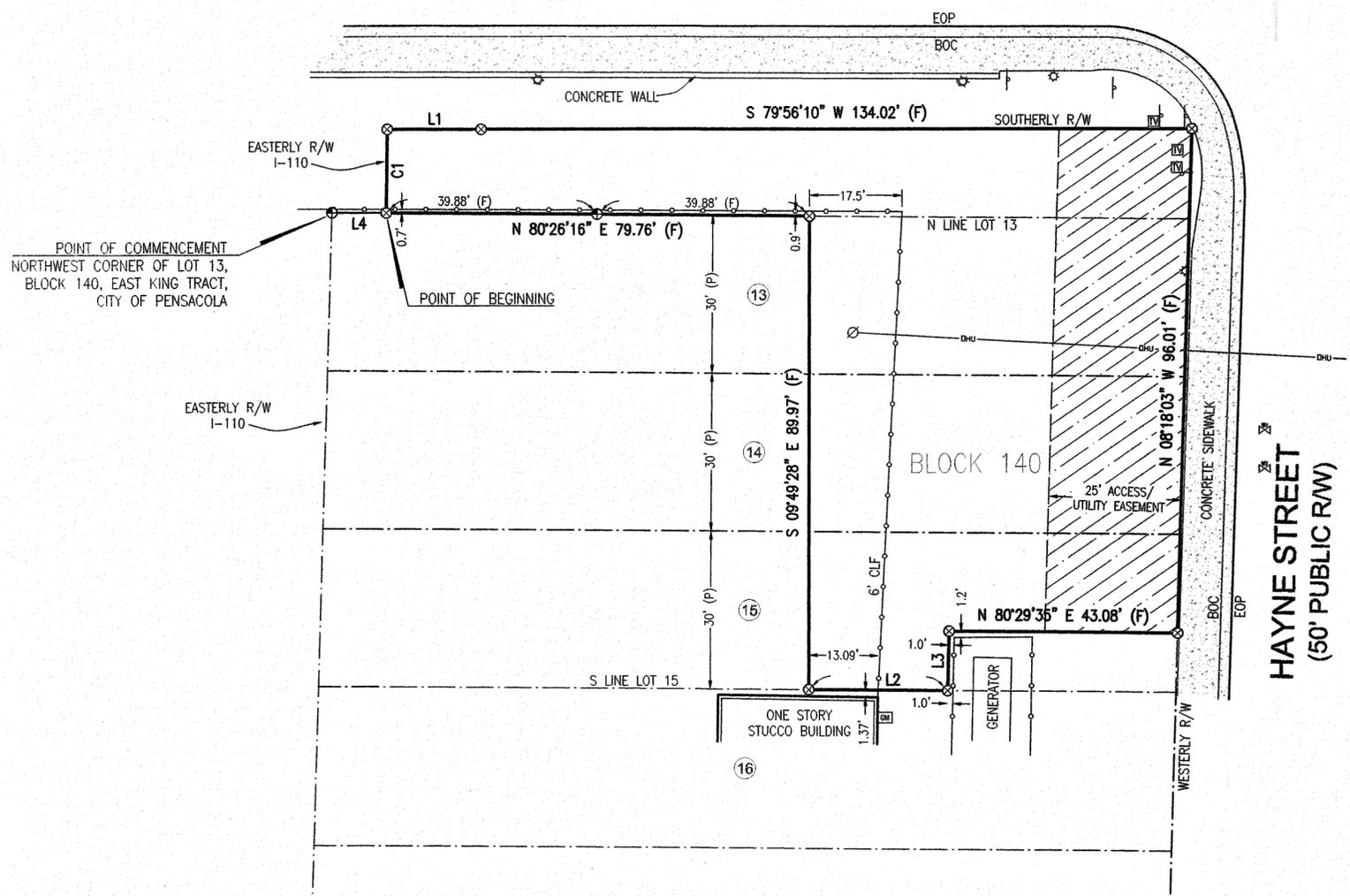
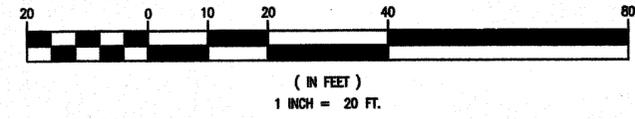
LISTING OF APPRAISER CLIENTS:

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

CERVANTES STREET
(US HIGHWAY 90 - R/W VARIES)



HORIZONTAL SCALE



POINT OF COMMENCEMENT
NORTHWEST CORNER OF LOT 13,
BLOCK 140, EAST KING TRACT,
CITY OF PENSACOLA

POINT OF BEGINNING

DESCRIPTION: (AS PREPARED BY REBOL-BATTLE & ASSOCIATES)

COMMENCE AT THE NORTHWEST CORNER OF LOT 13, BLOCK 140, EAST KING TRACT, CITY OF PENSACOLA, ESCAMBA COUNTY, FLORIDA; ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906; THENCE GO N 80°26'16" E ALONG THE NORTH LINE OF SAID LOT 13 FOR 10.25 FEET TO THE EAST RIGHT OF WAY LINE OF INTERSTATE 110 (R/W VARIES) AND THE POINT OF BEGINNING; THENCE CONTINUE N 80°26'16" E ALONG SAID NORTH LINE 79.76 FEET; THENCE GO S 09°49'28" E 89.97 FEET TO A POINT ON THE SOUTH LINE OF LOT 15, OF SAID BLOCK 140; THENCE GO N 80°29'35" E ALONG SAID LINE 26.19 FEET; THENCE GO N 08°31'40" W 11.25 FEET; THENCE GO N 80°29'35" E 43.08 FEET TO THE WEST RIGHT OF WAY LINE OF HAYNE STREET (50' R/W); THENCE GO N 08°18'03" W ALONG SAID RIGHT OF WAY LINE 96.01 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF CERVANTES STREET (U.S. HIGHWAY 90, R/W VARIES); THENCE GO S 79°56'10" W ALONG SAID LINE 134.02 FEET TO A POINT; THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY LINE S 80°06'10" W 17.70 FEET TO A POINT ON THE ABOVE-MENTIONED EAST RIGHT OF WAY LINE OF INTERSTATE 110; SAID POINT BEING ON A CURVE HAVING A RADIUS OF 4518.66 FEET AND BEING CONCAVE TO THE EAST; THENCE GO SOUTHERLY ALONG SAID CURVE 15.92 FEET TO THE POINT OF BEGINNING. SAID CURVE HAVING A CENTRAL ANGLE OF 00°12'07", A CHORD BEARING OF S 09°24'14" E, AND A CHORD DISTANCE OF 15.92 FEET.

TOGETHER WITH A UTILITY & ACCESS EASEMENT FOR THE CITY OF PENSACOLA ALONG THE EAST 25 FEET OF THE ABOVE DESCRIBED PROPERTY.

GENERAL NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON A BEARING OF N 08°18'03" W ALONG THE EAST LINE OF THE SUBJECT PARCEL PER THE FLORIDA STATE PLANE COORDINATE SYSTEM, NAD 83-90/11, FLORIDA NORTH ZONE.
2. THIS IS A NEW PARCEL AND DESCRIPTION CREATED AT CLIENTS REQUEST.
3. THE INFORMATION SHOWN HEREON IS BASED ON THE DEEDS OF RECORD, CITY ATLAS SHEETS, RIGHT OF WAY MAPS, CLIENT INSTRUCTIONS, AND FIELD EVIDENCE.
4. NO TITLE SEARCH HAS BEEN PERFORMED NOR PROVIDED TO THE UNDERSIGNED SURVEYOR AND MAPPER FOR THE SUBJECT PROPERTY.
5. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.
6. THE MEASUREMENTS SHOWN HEREON ARE IN UNITED STATES STANDARD FEET AND DECIMALS OF FEET.
7. A SURVEY DOES NOT REPRESENT OR GUARANTEE OWNERSHIP OF PROPERTY.
8. GRAPHIC SYMBOLISM FOR FEATURES SUCH AS MONUMENTATION, FENCES, TREES, TREE LINES, UTILITIES ETCETERA MAY BE EXAGGERATED IN SIZE FOR CLARITY PURPOSES. DIMENSIONS TO EXAGGERATED FEATURES WILL SUPERSEDE SCALED MEASUREMENTS.

LEGEND:

- ⊗ SET 1/2" DIA CAPPED IRON ROD (No. 7916)
- ⊕ FOUND 1/2" DIA CAPPED IRON ROD (No. 6679)
- DHU— DENOTES OVERHEAD UTILITIES
- ⊙ DENOTES WOOD UTILITY POLE
- ⊙ DENOTES WOOD LIGHT POLE
- ⊙ DENOTES METAL LIGHT POLE
- ⊙ DENOTES SINGLE SUPPORT SIGN
- ⊙ DENOTES TRAFFIC VAULT
- ⊙ DENOTES WATER VALVE
- ⊙ DENOTES GAS METER
- ① DENOTES LOT NUMBER
- BOC DENOTES BACK OF CURB
- C1 DENOTES CURVE IDENTIFICATION (SEE TABLE)
- CLF DENOTES CHAIN LINK FENCE
- DIA DENOTES DIAMETER
- EOP DENOTES EDGE OF PAVEMENT
- (F) DENOTES FIELD MEASUREMENT
- L1 DENOTES LINE IDENTIFICATION (SEE TABLE)
- No. DENOTES NUMBER
- (P) DENOTES PLAT INFORMATION

Line Table

Line #	Length	Direction
L1 (F)	17.70'	S80°06'10"W
L2 (F)	26.19'	N80°29'35"E
L3 (F)	11.25'	N8°31'40"W
L4 (F)	10.25'	N80°26'16"E

Curve Table

Curve #	Length	Radius	Central Angle	Chord	Chord Bearing
C1 (F)	15.92'	4518.66'	0°12'07"	15.92'	S 9°24'14" E

RBA
REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors
2201 N. Ninth Avenue, Suite 300
Pensacola, Florida 32503
Telephone 850.453.0000 Fax 850.453.0048
EJ 00000007 12/17/16



HAYNE STREET
PENSACOLA, FL
A PORTION OF
SECTION: 45 TOWNSHIP: 2 SOUTH RANGE: 30 WEST
COUNTY: ESCAMBA STATE: FLORIDA

NO.	DATE	APPR.	REVISION/ACTION TAKEN
1	11/24/2020		ADD UTILITY/ACCESS EASEMENT
2	12/10/2020		MAKE REVISIONS PER CITY REVIEW

PROJECT NO.: 2020.195
DRAWN BY: BTH
CHKD BY: RBS
SCALE: 1" = 20'
F.S.: 20-12
PG.: 14, 32
DATE: 11/29/2020

BOUNDARY SURVEY
EMERALD COAST UTILITY AUTHORITY
PREPARED FOR:
MR. ANDRE CALAMINUS
EMERALD COAST UTILITY AUTHORITY
REQUESTED BY:

SURVEYOR'S CERTIFICATE:

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

BY: *Ricky B. Sears*
RICKY B. SEARS - PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION No. 4511
DATE: 11/20/2020



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 21-00200

City Council

2/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Delarian Wiggins

SUBJECT:

GUN BUY BACK INITIATIVE AND PROGRAM

RECOMMENDATION:

That City Council approve the specifics of the Gun Buy Back Initiative / Program for the City of Pensacola.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In a continued effort to take proactive steps in reducing the number of firearms that are being used as instruments for crime, this gun buyback initiative / program allows for the safe disposal of fully functional handguns and semi-automatic rifles. The buyback initiative helps to decrease the chance of firearms getting stolen or falling into the wrong hands, whether it be that of a child or a criminal and subsequently being used inappropriately.

This program will also allow for educational opportunities to enhance responsible gun ownership.

The intent of the initiative is to take in fully functional firearms in exchange for a cash stipend as follows:

Handguns:

Semi-Automatic -- \$150.00

Revolver -- \$125.00

Semi-Automatic Rifle -- \$200.00

This event will be held at Bill Gregory park on Saturday, March 20, 2021 beginning at 9:00 a.m. The serial numbers on all weapons will be checked by the Pensacola Police Department to ensure that no law enforcement holds exist. Those weapons identified as having no holds will be subsequently destroyed.

PRIOR ACTION:

January 21, 2020 - City Council approved the concept of conducting a Gun Buy Back Initiative / Program

FUNDING:

Budget: \$ 0

Actual: \$10,000

FINANCIAL IMPACT:

The \$10,000 for this initiative is being provided from within the Mayor's Discretionary Funds

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Gun Buy Back Flier

PRESENTATION: No

VOLUNTARY GUN BUY BACK INITIATIVE AND PROGRAM

The purpose of the City of Pensacola's Voluntary Gun Buy Back Initiative and Program is an effort to take proactive steps in obtaining functioning firearms with the goal of reducing the likelihood of these weapons from falling into the wrong hands and being used as instruments for committing crime. Secondly, will be the goal of educational components that encourage responsible gun ownership.

WHERE: Bill Gregory Park

WHEN: March 20, 2021

TIME: 9:00 A.M. - ??

FOCUS: On a Voluntary basis and in consultation with the Pensacola Police Department, fully functional firearms will be purchased as follows:

1. Voluntary submission of a firearm with no questions asked
2. Handguns
 - a. Semi-Automatic -- \$150.00
 - b. Revolver -- \$125.00
3. Semi-Automatic Rife -- \$200.00

NO non-functioning weapons will be purchased. A review of the serial number will be conducted to ensure that there are no law enforcement holds on a given weapon (i.e. it has been reported stolen). Those weapons having no holds will subsequently be destroyed.

In conjunction with the buy back event, will be educational opportunities to enhance the goal of responsible gun ownership along with the distribution of gun locks to encourage and enhance safety of gun ownership.

Refreshments will be provided. Face Coverings will be required.

**** NO LOADED WEAPONS OR AMMUNITION WILL BE PERMITTED AT THIS EVENT.**



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 06-21

City Council

2/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 06-21 - CREATING SECTION 11-4-104 THROUGH 11-4-109 OF THE CODE OF THE CITY OF PENSACOLA, RELATED TO COMPLETE STREETS

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 06-21 on first reading:

AN ORDINANCE CREATING SECTION 11-4-104 THROUGH SECTION 11-4-109 OF THE CODE OF THE CITY OF PENSACOLA FLORIDA; CREATING GUIDELINES AND REGULATIONS FOR THE DEVELOPMENT OF COMPLETE STREETS; PROVIDING DEFINITIONS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Safe, convenient, and accessible transportation for all users is a priority of the City of Pensacola. The term 'Complete Streets' describes a comprehensive, integrated transportation network with infrastructure and design that allows for safe and convenient travel along and across streets for all users, including pedestrians, persons with disabilities, bicyclists, motorists, users of micromobility devices, movers of commercial goods, users and operators of public transportation, seniors, older persons, children, youth, and families. Complete Streets improve public health and safety by reducing the risk of injuries and fatalities from traffic collisions for users of all transportation modes.

The Mayor's Office requested that staff prepare an ordinance for Council's consideration to confirm and strengthen the City's commitment to Complete Streets principles and practices.

PRIOR ACTION:

On August 9, 2012, City Council adopted Resolution No. 29-12 related to Complete Streets.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

2/11/2021

STAFF CONTACT:

Keith Wilkins, City Administrator

Kerrith Fiddler, Deputy City Administrator - Community Development

Sherry Morris, Planning Services Director

Mike Ziarnek, Transportation Planner - Complete Streets

ATTACHMENTS:

- 1) Proposed Ordinance No. 06-21
- 2) Resolution No. 29-12

PRESENTATION: No

PROPOSED
ORDINANCE NO. 06-21

REVISED

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CREATING SECTION 11-4-104 THROUGH SECTION 11-4-109 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; CREATING GUIDELINES AND REGULATIONS FOR THE DEVELOPMENT OF COMPLETE STREETS; PROVIDING DEFINITIONS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, safe, convenient, and accessible transportation for all users is a priority of the city; and

WHEREAS, the term “complete streets” describes a comprehensive, integrated transportation network with infrastructure and design that allows for safe and convenient travel along and across streets for all users, including pedestrians, persons with disabilities, bicyclists, motorists, users of micromobility devices, movers of commercial goods, users and operators of public transportation, seniors, older persons, children, youth, and families; and

WHEREAS, public health and safety is improved by complete streets by reducing the risk of injuries and fatalities from traffic collisions for users of all modes of transportation;

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

SECTION 1. Sections 11-4-104 through 11-4-109 of the Code of the City of Pensacola, Florida, are hereby created to read as follows:

DIVISION 4. – COMPLETE STREETS

Sec. 11-4-104. – Definitions.

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

Complete street means a street or roadway allowing for safe and convenient travel by all of the following categories of users, including, but not limited to: pedestrians, people with

disabilities, bicyclists, motorists, users of micromobility devices, movers of commercial goods, users and operators of public transportation, seniors, older persons, children, youth, and families.

Streetscaping project means the use of elements, including but not limited to street furniture, trees, open/green spaces, sidewalks, and street markings, to enhance the character of the street.

Transportation project means any development, project, program, or practice affecting the transportation network or occurring in the city public rights-of-way, including any construction, reconstruction, retrofit, signalization operations, resurfacing, restriping, rehabilitation, maintenance (excluding routine maintenance that does not change the roadway geometry or operations, such as mowing, sweeping, and spot repair), operations, alteration, and repair of any public street or roadway within the city (including alleys, bridges, frontage roads, and other elements of the transportation system).

Sec. 11-4-105. – Complete Streets Requirements.

The city shall work towards developing an integrated and connected multimodal transportation system of complete streets serving all neighborhoods. Toward this end, the city adopts the following requirements:

- (1) Wherever possible, the city shall provide for complete streets for all categories of users as identified in Sec. 11-4-104 for all transportation and streetscaping projects, including all phases of the projects.
- (2) Wherever possible, projects shall strive to create a network of continuous bicycle- and pedestrian-friendly routes, including routes connecting with transit and allowing for convenient access to places such as work, home, commercial areas, and schools.
- (3) The city shall coordinate with adjacent jurisdictions and any other relevant public agencies, including Florida-Alabama Transportation Planning Organization to ensure, wherever possible, the network of continuous bicycle- and pedestrian-friendly routes extends beyond the city's boundaries into adjacent jurisdictions.
- (4) The city shall rely upon professional design standards, manuals, or guidelines, as applicable, in developing and implementing the complete streets program. All design standards, manuals, and guidelines used in the program will be available for review in the planning services department.
- (5) All complete streets projects shall reflect the context and character of the surrounding built and natural environments and enhance the appearance of such. At the planning stage, the city shall work with local residents, business operators, neighboring jurisdictions, school districts, students, property

owners, and other stakeholders who will be directly affected by a complete streets project to address any concerns regarding context and character.

Sec. 11-4-106 – Administration and Enforcement.

The planning services department and the public works and facilities department shall work in coordination, along with any other city departments deemed applicable, to implement this section in the following ways:

- (a) The city's planning services department shall develop and maintain a complete streets program which will outline clear policy objectives and include a reference to a complete streets project list developed in coordination with the public works and facilities department.
- (b) The city's public works and facilities department shall incorporate design standards which reflect the best management practices for effectively implementing complete streets, into all city and community redevelopment agency street and sidewalk projects, subject to available funding.

Sec. 11-4-107 – Exemptions.

A specific category of user may be excluded from the requirements of Sec. 11-4-105 only if one or more of the following exceptions apply:

- (a) Use of the roadway is prohibited by law for the category of user (e.g., pedestrians on an interstate freeway, vehicles on a pedestrian mall). In this case, efforts shall be made to accommodate the excluded category of user on a parallel route.
- (b) There is an absence of both a current and future need to accommodate the category of user. Absence of future need may be shown via demographic, school, employment, and public transportation route data that demonstrate, for example, a low likelihood of bicycle, pedestrian, or transit activity in an area over the next 20 years.
- (c) The cost would be excessively disproportionate to the current need or future need over the next 20 years.
- (d) An exception shall be granted if the request is submitted to the city in writing, with supporting documentation, and is approved by the mayor.

Sec. 11-4-108. – Evaluation Criteria.

In order to evaluate whether the streets and transportation network are adequately serving each category of users, the public works and facilities department shall collect

and/or report baseline and annual data on matters relevant to this section and the city's complete streets program, including, without limitation, the following information:

- (a) Mileage of new bicycle infrastructure (e.g., bicycle lanes, paths, and boulevards)
- (b) Linear feet of new pedestrian infrastructure (e.g., sidewalks, trails, etc.)
- (c) Number of existing curb ramps retrofitted to meet ADA compliance and new curb ramps installed
- (d) Number of new street trees planted
- (e) Type and number of pedestrian- and bicycle-friendly signage and landscaping improvements, including street furniture and lighting
- (f) Bicycle and pedestrian counts
- (g) The percentage of transit stops accessible via sidewalks and curb ramps
- (h) The number, locations, and cause of collisions, injuries, and fatalities by mode of transportation
- (i) The total number of children walking or bicycling to school
- (j) Vehicle Miles Traveled (VMT) or Single Occupancy Vehicle (SOV) trip reduction data as made available by Florida-Alabama TPO

Sec. 11-4-109. – Annual Monitoring.

All applicable city departments shall generate an annual report of all complete streets plans, improvements, and activities and provide same to the mayor for review and dissemination.

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

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

PROPOSED
ORDINANCE NO. 06-21

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CREATING SECTION 11-4-104 THROUGH SECTION 11-4-109 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; CREATING GUIDELINES AND REGULATIONS FOR THE DEVELOPMENT OF COMPLETE STREETS; PROVIDING DEFINITIONS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, safe, convenient, and accessible transportation for all users is a priority of the City of Pensacola, Florida; and

WHEREAS, the term “Complete Streets” describes a comprehensive, integrated transportation network with infrastructure and design that allows for safe and convenient travel along and across streets for all users, including pedestrians, persons with disabilities, bicyclists, motorists, users of micromobility devices, movers of commercial goods, users and operators of public transportation, seniors, older persons, children, youth, and families; and

WHEREAS, public health and safety is improved by Complete Streets by reducing the risk of injuries and fatalities from traffic collisions for users of all modes of transportation;

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

SECTION 1. Sections 11-4-104 through 11-4-109 of the Code of the City of Pensacola, Florida, are hereby created to read as follows:

DIVISION 4. – COMPLETE STREETS

Sec. 11-4-104. – Definitions.

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

Transportation Project. Any development, project, program, or practice affecting the transportation network or occurring in the City public rights-of-way, including any construction, reconstruction, retrofit, signalization operations, resurfacing, restriping, rehabilitation, maintenance (excluding routine maintenance that does not change the roadway geometry or operations, such as mowing, sweeping, and spot repair), operations, alteration, and repair of any public street or roadway within the City of Pensacola (including alleys, bridges, frontage roads, and other elements of the transportation system).

Streetscaping Project. The use of elements, including but not limited to street furniture, trees, open / green spaces, sidewalks, and street markings, to enhance the character of the street.

Sec. 11-4-105. – Complete Streets Requirements.

The City shall work towards developing an integrated and connected multimodal transportation system of Complete Streets serving all neighborhoods. Towards this end, the City adopts the following requirements:

- (1) Wherever possible, the city shall provide for Complete Streets for all categories of users as identified in Section 11-4-104 for all Transportation and Streetscaping Projects, including all phases of the projects.
- (2) Wherever possible, projects shall strive to create a network of continuous bicycle- and pedestrian-friendly routes, including routes connecting with transit and allowing for convenient access to places such as work, home, commercial areas, and schools.
- (3) The City shall coordinate with adjacent jurisdiction(s) and any other relevant public agencies, including Florida-Alabama Transportation Planning Organization to ensure, wherever possible, the network of continuous bicycle- and pedestrian-friendly routes extends beyond the City of Pensacola’s boundaries into adjacent jurisdictions.
- (4) The City shall rely upon the current editions of street design standards and guidelines promoting and supporting Complete Streets, including but not limited to the following:
 - a. Urban Street Design Guide (National Association of City Transportation Officials)
 - b. Urban Bikeway Design Guide (National Association of City Transportation Officials)
 - c. Designing Streets for Kids (National Association of City Transportation Officials – Global Designing Cities Initiatives)

- d. Designing Walkable Urban Thoroughfares: A Context Sensitive Approach (Institute of Transportation Engineers / Congress for the New Urbanism)
 - e. Pedestrian Safety Guide and Countermeasure Selection System (U.S. Department of Transportation, Federal Highway Administration)
 - f. Bicycle Safety Guide and Countermeasures Selection System (U.S. Department of Transportation, Federal Highway Administration)
 - g. Separated Bike Lane Planning and Design Guide (U.S. Department of Transportation, Federal Highway Administration)
- (5) All Complete Streets projects shall reflect the context and character of the surrounding built and natural environments and enhance the appearance of such. At the planning stage, the City shall work with local residents, business operators, neighboring jurisdictions, school districts, students, property owners, and other stakeholders who will be directly affected by a Complete Streets project to address any concerns regarding context and character.

Sec. 11-4-106 – Administration and Enforcement.

The Planning Services Department and the Public Works and Facilities Department shall work in coordination, along with any other City departments deemed applicable, to implement this Section in the following ways:

- (a) The City's Planning Services Department shall develop and maintain a Complete Streets Program which will outline clear policy objectives and include a reference to a Complete Streets Project List developed in coordination with the Public Works and Facilities Department.
- (b) The City's Public Works and Facilities Department shall incorporate design standards which reflect the best management practices for effectively implementing Complete Streets, into all City of Pensacola and Community Redevelopment Agency street and sidewalk projects, subject to available funding.

Sec. 11-4-107 – Exemptions.

A specific category of user may be excluded from the requirements of Section 11-4-105 only if one or more of the following exceptions apply:

- (a) Use of the roadway is prohibited by law for the category of user (e.g., pedestrians on an interstate freeway, vehicles on a pedestrian mall). In this case, efforts shall be made to accommodate the excluded category of user on a parallel route.
- (b) There is an absence of both a current and future need to accommodate the category of user. Absence of future need may be shown via demographic, school, employment, and public transportation route data that demonstrate, for example, a low likelihood of bicycle, pedestrian, or transit activity in an area over the next 20 years.
- (c) The cost would be excessively disproportionate to the current need or future need over the next 20 years.
- (d) An exception shall be granted if the request is submitted to the City in writing, with supporting documentation, and is approved by the Mayor or his/her designee.

Sec. 11-4-108. – Evaluation Criteria.

In order to evaluate whether the streets and transportation network are adequately serving each category of users, the Public Works and Facilities Department shall collect and/or report baseline and annual data on matters relevant to this Section and the City's Complete Streets Program, including, without limitation, the following information:

- (a) Mileage of new bicycle infrastructure (e.g., bicycle lanes, paths, and boulevards)
- (b) Linear feet of new pedestrian infrastructure (e.g., sidewalks, trails, etc.)
- (c) Number of existing curb ramps retrofitted to meet ADA compliance and new curb ramps installed
- (d) Number of new street trees planted
- (e) Type and number of pedestrian- and bicycle-friendly signage and landscaping improvements, including street furniture and lighting
- (f) Bicycle and pedestrian counts
- (g) The percentage of transit stops accessible via sidewalks and curb ramps
- (h) The number, locations, and cause of collisions, injuries, and fatalities by mode of transportation
- (i) The total number of children walking or bicycling to school
- (j) Vehicle Miles Traveled (VMT) or Single Occupancy Vehicle (SOV) trip reduction data as made available by Florida-Alabama TPO

Sec. 11-4-109. – Annual Monitoring.

All applicable City departments shall generate an annual report of all Complete Streets plans, improvements, and activities and provide same to the Mayor for review and dissemination.

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

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

RESOLUTION
NO. 29-12

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY OF PENSACOLA
ESTABLISHING A COMPLETE STREETS POLICY
TO INTEGRATE BICYCLING, WALKING AND
PUBLIC TRANSIT WITH THE CITY'S
TRANSPORTATION PROGRAMS, PROJECTS,
AND POLICY INITIATIVES.

WHEREAS, in 2005, the Florida Legislature directed the Florida Department of Transportation (FDOT) to determine ways to increase the use of bicycles in order to conserve energy, reduce pollution, and improve health, and established FDOT's Conserve by Bicycle Program Study, which recommended that "public agencies accommodate bicycling on all non-limited access roadways in Florida"; and

WHEREAS, Florida Statutes, Section 335.065, titled "Bicycle and pedestrian ways along state roads and transportation facilities" is part of FDOT's Pedestrian and Bicycle Procedure and states that "Bicycle and pedestrian ways shall be given full consideration in the planning and development of transportation facilities...and bicycle and pedestrian ways shall be established with the construction, reconstruction, or other change of any state transportation facility..."; and

WHEREAS, the streets of a city are an important part of the livability of the overall community. They should be designed with all users in mind - including bicyclists, public transportation vehicles and riders, and pedestrians of all ages and abilities; and

WHEREAS, streets that support and invite multiple uses, including safe, active, and ample space for pedestrians, bicycles, and transit are more conducive to the overall quality of life of a community, rather than streets designed primarily to move automobiles; and

WHEREAS, encouraging active transportation such as walking and biking offers the potential for improved public health, a cleaner environment, and a more livable community; and

WHEREAS, the City of Pensacola's Comprehensive Plan includes goals, objectives and policies that support Complete Streets and multi-modal transportation options; NOW, THEREFORE,

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

SECTION 1. That the City Council affirms that all road projects should be designed to comfortably accommodate all users to the fullest extent possible; that bicycling, walking and public transit accommodations should be a routine component of the City's planning, design, construction, maintenance and operating activities; and that bicycle and pedestrian ways should be considered in new construction, reconstruction, resurfacing, or other retrofit road and bridge projects.

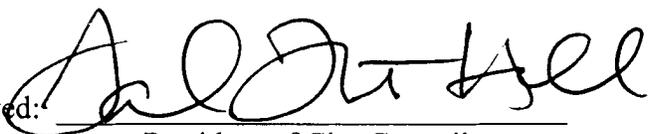
SECTION 2. That the City Council recognizes that limited exceptions to these accommodations are allowed under Florida Statutes, 335.065 related to state controlled roadways. The City Council will consider on a case by case basis exceptions to these accommodations along City roadways, and will highly encourage other jurisdictions to respect and use a similar approach to complete streets for all streets under their control within the incorporated City limits of Pensacola.

SECTION 3. That the City Council encourages the State of Florida, FDOT, and Escambia County to embrace and adopt complete street guidelines and policies and integrate them into their standard street design and operations.

SECTION 4. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 5. This Resolution shall take effect immediately upon its adoption by the city council of the City of Pensacola, Florida.

Adopted: August 9, 2012

Approved: 
President of City Council

Attest:

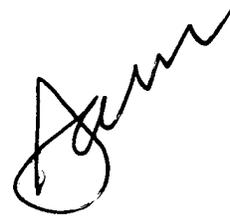

City Clerk

Legal in form and valid
as drawn:


City Attorney

CITY COUNCIL MEMORANDUM

August 9, 2012
Item 16A



TO: City Council
FROM: Sam Hall, Council President
SUBJECT: Resolution No. 29-12 – Complete Streets

RECOMMENDATION:

That City Council adopt Resolution No. 29-12.

SUMMARY:

Complete Streets offer many benefits to communities of all sizes. Efficient and accessible connections between residences, schools, parks, public transportation, offices, and retail destinations can produce an economic benefit. Safety is increased when roads are designed for pedestrian and bicycle travel, and by encouraging more walking and bicycling public health can be improved. Streets that provide multiple travel choices can give people the option to leave their cars at home to avoid traffic jams, and this, in turn, has the ability to increase the overall capacity of the local transportation network. Streets that provide room for bicycling and walking result in more children walking and biking to school. Safe Routes to School programs, which are becoming increasingly popular across the country, benefit from complete streets policies that help turn all routes into safe routes.

By adopting a resolution supporting Complete Streets, the City acknowledges and affirms that road projects should be designed to accommodate all users to the fullest extent possible, and that bicycle and pedestrian ways should be considered in new construction, reconstruction, resurfacing, or other retrofit road projects.

PRIOR ACTION:

In 2010, City Council adopted Complete Streets policies into the Transportation Element within the Goals Objectives and Policies document of the City's Comprehensive Plan.

FUNDING: Budget: N/A
Actual: N/A

ATTACHMENTS: Res. 29-12

PRESENTATION: No.

RESOLUTION
NO. 29-12

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION OF THE CITY OF PENSACOLA
ESTABLISHING A COMPLETE STREETS POLICY
TO INTEGRATE BICYCLING, WALKING AND
PUBLIC TRANSIT WITH THE CITY'S
TRANSPORTATION PROGRAMS, PROJECTS,
AND POLICY INITIATIVES.

WHEREAS, in 2005, the Florida Legislature directed the Florida Department of Transportation (FDOT) to determine ways to increase the use of bicycles in order to conserve energy, reduce pollution, and improve health, and established FDOT's Conserve by Bicycle Program Study, which recommended that "public agencies accommodate bicycling on all non-limited access roadways in Florida"; and

WHEREAS, Florida Statutes, Section 335.065, titled "Bicycle and pedestrian ways along state roads and transportation facilities" is part of FDOT's Pedestrian and Bicycle Procedure and states that "Bicycle and pedestrian ways shall be given full consideration in the planning and development of transportation facilities...and bicycle and pedestrian ways shall be established with the construction, reconstruction, or other change of any state transportation facility..."; and

WHEREAS, the streets of a city are an important part of the livability of the overall community. They should be designed with all users in mind - including bicyclists, public transportation vehicles and riders, and pedestrians of all ages and abilities; and

WHEREAS, streets that support and invite multiple uses, including safe, active, and ample space for pedestrians, bicycles, and transit are more conducive to the overall quality of life of a community, rather than streets designed primarily to move automobiles; and

WHEREAS, encouraging active transportation such as walking and biking offers the potential for improved public health, a cleaner environment, and a more livable community; and

WHEREAS, the City of Pensacola's Comprehensive Plan includes goals, objectives and policies that support Complete Streets and multi-modal transportation options; NOW, THEREFORE,

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

SECTION 1. That the City Council affirms that all road projects should be designed to comfortably accommodate all users to the fullest extent possible; that bicycling, walking and public transit accommodations should be a routine component of the City's planning, design, construction, maintenance and operating activities; and that bicycle and pedestrian ways should be considered in new construction, reconstruction, resurfacing, or other retrofit road and bridge projects.

SECTION 2. That the City Council recognizes that limited exceptions to these accommodations are allowed under Florida Statutes, 335.065 related to state controlled roadways. The City Council will consider on a case by case basis exceptions to these accommodations along City roadways, and will highly encourage other jurisdictions to respect and use a similar approach to complete streets for all streets under their control within the incorporated City limits of Pensacola.

SECTION 3. That the City Council encourages the State of Florida, FDOT, and Escambia County to embrace and adopt complete street guidelines and policies and integrate them into their standard street design and operations.

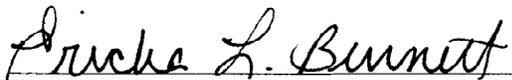
SECTION 4. That all resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 5. This Resolution shall take effect immediately upon its adoption by the city council of the City of Pensacola, Florida.

Adopted: August 9, 2012

Approved: 
President of City Council

Attest:


City Clerk

Legal in form and valid
as drawn:


City Attorney

CITY COUNCIL MEMORANDUM

August 9, 2012
Item 16A



TO: City Council
FROM: Sam Hall, Council President
SUBJECT: Resolution No. 29-12 – Complete Streets

RECOMMENDATION:

That City Council adopt Resolution No. 29-12.

SUMMARY:

Complete Streets offer many benefits to communities of all sizes. Efficient and accessible connections between residences, schools, parks, public transportation, offices, and retail destinations can produce an economic benefit. Safety is increased when roads are designed for pedestrian and bicycle travel, and by encouraging more walking and bicycling public health can be improved. Streets that provide multiple travel choices can give people the option to leave their cars at home to avoid traffic jams, and this, in turn, has the ability to increase the overall capacity of the local transportation network. Streets that provide room for bicycling and walking result in more children walking and biking to school. Safe Routes to School programs, which are becoming increasingly popular across the country, benefit from complete streets policies that help turn all routes into safe routes.

By adopting a resolution supporting Complete Streets, the City acknowledges and affirms that road projects should be designed to accommodate all users to the fullest extent possible, and that bicycle and pedestrian ways should be considered in new construction, reconstruction, resurfacing, or other retrofit road projects.

PRIOR ACTION:

In 2010, City Council adopted Complete Streets policies into the Transportation Element within the Goals Objectives and Policies document of the City's Comprehensive Plan.

FUNDING: Budget: N/A
Actual: N/A

ATTACHMENTS: Res. 29-12

PRESENTATION: No.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 09-21

City Council

2/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 09-21, AMENDING CHAPTER 14-2 OF THE CODE PERTAINING TO BUILDING AND CONSTRUCTION STANDARDS

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 09-21 on first reading:

AN ORDINANCE AMENDING CHAPTER 14-2 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; AMENDING BUILDING CONSTRUCTION STANDARDS TO CONFORM SAME TO FLORIDA STATUTES AND ADMINISTRATIVE PROVISIONS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: Public

SUMMARY:

In September 2020, the City Council approved the recodification of the City Code, accomplishing a large number of updates and revisions to the 1986 Code to bring it current with the City Charter, Florida statutes, and current practices. Proposed Ordinance No. 09-21 is intended to make similar revisions to the City's building construction standards that have been recommended by the City's Building Official.

PRIOR ACTION:

September 2020 - The City Council approved recodification of the City Code.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

2/12/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Jonathan Bilby, Building Official, Inspection Services Director
Susan Woolf, City Attorney

ATTACHMENTS:

- 1) Proposed Ordinance No. 09-21

PRESENTATION: No

PROPOSED
ORDINANCE NO. 09-21

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING CHAPTER 14-2 OF THE
CODE OF THE CITY OF PENSACOLA, FLORIDA,
AMENDING BUILDING CONSTRUCTION STANDARDS;
PROVIDING FOR SEVERABILITY; REPEALING CLAUSE;
AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Chapter 14-2 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

CHAPTER 14-2. - BUILDING CONSTRUCTION STANDARDS

ARTICLE 1. - IN GENERAL

Sec. 14-2-1. - Purpose.

The purpose of this chapter is to comply with F.S. chs. 489, 553 and 633 and to provide rules and regulations to improve public safety by: promoting the control and abatement of fire hazards; providing uniform minimum standards, regulations and requirements for safe and stable design, methods of construction, installation and uses of materials in electrical wiring, plumbing, including irrigation systems, natural and liquified petroleum gas piping, mechanical systems or equipment and providing for assurance of the qualifications and competency of those persons installing and inspecting the same; regulating the use of structures, premises, and open areas; establishing the responsibilities and procedures for construction, unsafe building and minimum housing code enforcement; and setting forth the standards for compliance and achievement of these objectives in order to afford reasonable protection for public safety, health, and general welfare.

Sec. 14-2-2. - Application.

This chapter and all of the model technical codes adopted by reference herein shall apply to all existing structures, to all new structures and to all alterations to any new or existing structure, both private and public, located within the corporate limits of the city, except those which are specifically exempted by state or federal statutes or state administrative rules.

Sec. 14-2-3. - State minimum building construction standards adopted.

The building construction standards, specified in F.S. ch. 553, the Florida Administrative Codes applicable thereto, the Florida Building Code, and all editions and revisions thereto as may be adopted by the state building commission as the state minimum building codes, including those specific state codes relating to electrical, glass, manufactured buildings, accessibility by handicapped persons, thermal efficiency, energy conservation, and radon resistant construction, save and except those portions which are deleted, modified, or amended as contained in this chapter, are hereby adopted for the purpose of governing the construction, erection, enlargement, alteration, repair, demolition, use, occupancy, proximity and maintenance of buildings and other structures within the city. The administrative chapter of the Florida Building Code, as adopted and amended herein, shall apply to this Code.

ARTICLE II. - DEPARTMENT OF INSPECTION SERVICES

Sec. 14-2-21. - Department of inspection services established; director; powers and duties.

- (a) There shall be an inspection services function within the administrative service of the city, the head of which shall serve at the pleasure of the mayor and also serve in the capacity of building code administrator, also referred to as the building official as defined in the state statutes and the model technical codes subsequently adopted herein. The department shall review, monitor, and make recommendations concerning city policy and administration functions regarding the subjects of building inspection, minimum housing, unsafe building abatement, and other inspection functions assigned to that department; shall assist with the duties of other departments pertinent to the inspections function within the corporate limits of the city; and shall perform such other duties as prescribed by the mayor and the technical codes as adopted herein.
- (b) The inspection services function and the building department as defined in the technical codes shall be one and the same. All regulations and procedures for the organization, operation and administration of the building department shall apply to the Inspection Services function unless modified by this chapter or by state statute.

Sec. 14-2-22. - Inspectors; qualifications; authority and duties.

- (a) Where the term "inspector" is used it shall mean the mayor's duly appointed representative of the building official, appointed to represent the city in the enforcement of these codes and shall include the titles inspector, chief inspector, code inspector, inspection supervisor or plans examiner as referred to in the state statutes, the Administrative Codes of Florida, or any city code or the codes adopted by reference herein. A person appointed to fill the office of inspector shall meet the qualifications of the state statutes, and the technical codes and laws of the city.

- (b) It shall be unlawful for a city employee, while holding the office of building official or inspector, to engage in any way, directly or indirectly, personally or in connection with another person, firm or corporation, in the business of inspection, construction, installation, maintenance or the sale of material, components or devices used in the construction or maintenance of any structure or system regulated by this Code, or in any other way to be involved in an industry regulated by this Code except for the performance of their official duties.
- (c) It shall be the duty of each inspector to see that all laws governing construction and land use are strictly complied with. They shall keep records of inspections made and other official work performed under the provisions of this Code.
- (d) A city inspector shall have the right to issue a stop work order ~~or to void a permit issued by the department~~ whenever the inspector determines that the work being done is not in conformance with approved plans or any part of the codes of the city for which such inspector has been given the responsibility and authority for administration or enforcement.
- (e) A city inspector shall have the right, during reasonable hours, to enter any building or property in the discharge of official duties.
- (f) In the case of emergency, a city inspector shall have the right, in the discharge of official duties, to enter any structure, building or property, manhole or subway, or to climb any pole for the purpose of examining and testing systems therein or thereon and shall have the authority to cause the disconnection, in the case of emergency, of any service connection, line, wire, pipe, or like device, where dangerous to life or property, or where such service connection may interfere with the work of the fire department.
- (g) City inspectors are hereby empowered to order the discontinuance of service to any wiring, device and/or equipment found to be defectively installed or not in accordance with the provisions of this Code, until such wiring, device, and equipment and its installation have been made safe by the owner as directed by the building official.
- (h) Upon completion of an inspection, if a structure or an installation is found not to be in compliance with this Code, the inspector shall immediately notify the person, firm or corporation erecting, using or owning the structure or installing the system, of the defects which have been found and explain the corrective action required and establish the time period in which compliance is to be accomplished.
- (i) A city inspector, when designated by the mayor as a code enforcement officer in accordance with title XIII and applicable state statutes, may issue citations to persons violating the contractor licensing laws of the city, county or state and to persons failing to obtain required permits, unless such action is prohibited elsewhere in this code or in the state statutes. Such citations shall be processed in accordance with F.S. § 489.127 and title XIII of this Code.

ARTICLE III. - CONSTRUCTION BOARD OF ADJUSTMENT AND APPEALS AND AUTHORITY

Sec. 14-2-41. - Authority.

- (a) There is hereby established a construction board of adjustment and appeals (CBAA).
- (b) The construction board of adjustment and appeals established herein shall have jurisdiction over all technical codes, including the Florida Building Code, the National Electrical Code, and the International Property Maintenance Code, but excepting the life safety and fire prevention codes, adopted hereafter.
- (c) The construction board of adjustments and appeals shall have the power to hear appeals of decisions and interpretations of the building official and consider variances of the technical codes.
- (d) The owner of a building, structure or service system, or his or her duly authorized agent, may appeal a decision of the building official if the building official rejected or refused to approve the manner of construction or material proposed to be used in the installation or alteration of a building or structure or service system, the provisions of the code do not apply to the specific case, that an equally good or more desirable form of installation can be employed, or the true intent or meaning of the code has been misconstrued or incorrectly interpreted.
- (e) The construction board of adjustments and appeals, when so appealed to and after a hearing, may vary the application of any provision of the technical codes to any particular case when, in its opinion, the enforcement thereof would do manifest injustice and would be contrary to the spirit and purpose of the technical codes or public interest.
- (f) Notice of appeals to the construction board of adjustments and appeals shall be in writing and filed within 15 calendar days after the decision is rendered by the building official. Appeals shall be in a form acceptable to the CBAA.
- (g) The board of appeals provided for in the International Property Maintenance Code and the construction board of adjustment and appeals, as established herein, shall be one and the same. There shall be no fee for an appeal to said board unless provided for by ordinance hereafter adopted, except as provided in section 7-10-4.

Sec. 14-2-42. - Membership; organization.

- (a) The seven members of the city construction board of adjustment and appeals shall be individuals with knowledge and experience in the technical codes and shall include one registered architect, one registered engineer, one general or building contractor, one electrical contractor, one plumbing and gas contractor, one mechanical contractor and one member at large from the public. The two alternates shall be one

member at large from the construction industry and one member at large from the public. The members shall be appointed by the city council and shall serve without compensation.

- (b) The appointments to the construction board of adjustment and appeals shall be as follows:
 - (1) Two members appointed for a term of one year each.
 - (2) Three members appointed for a term of two years each.
 - (3) Two members appointed for a term of three years each.
- (c) After the appointments provided for in section 3 of Ordinance No. 8-94, appointments shall be made for a term of three years. Appointments to fill any vacancy on the board shall be for the remainder of the unexpired term of the member.
- (d) Alternate members shall be appointed for a term of two years.
- (e) Alternate members of the board may attend all meetings of the board and participate in all discussions but shall vote only in the absence, disability or disqualification of a regular member. When an alternate member acts, the minutes of the meeting shall reflect the absent, disabled, or disqualified member in whose place and stead the alternate is acting.
- (f) The members of the CBAA shall elect, from their appointed membership, a chairperson and a vice-chairperson, whose terms shall be for one year. A member may be reelected as chairperson or vice-chairperson as long as remaining a member of the board. The chairperson and vice-chairperson shall vote on all issues brought before the board; however, no member shall act in a case in which that member has a personal or financial interest.
- (g) If any regular member fails to attend two of three successive meetings without cause and without prior approval of the chairperson, the CBAA shall declare the member's office vacant, and request that the city council promptly fill such vacancy.
- (h) Members of the CBAA may be suspended and removed from membership on the CBAA for cause by the city council, upon recommendation by either the CBAA or the mayor.
- (i) The building official or his or her appointed representative shall serve as the secretary to the CBAA.

Sec. 14-2-43. - Rule making authority.

The CBAA is authorized to make such rules not inconsistent with law which are necessary to carry out the duties and authority conferred upon it by this chapter.

ARTICLE IV. - CONTRACTOR CERTIFICATION

Sec. 14-2-61. - Acceptance of contractors' certificates of competency issued by county.

- (a) No person or business entity shall engage in the business of contracting within the city in any category of construction contracting as defined in F.S. ch. 489 or applicable county regulations without having first obtained a contractor certificate of competency (license) in the appropriate category from the state construction industry licensing board (CILB), the state electrical contractor's licensing board (ECLB), the county contractor competency board, the county board of electrical examiners, or the county board of plumbing examiners, except that any person or business entity possessing a city contractor's certificate of competency (license) which was current and valid on or before September 12, 2002, shall be allowed to engage in the business of contracting providing that such certificate of competency is maintained by biennial renewal as required by section 7-10-3. Each business entity engaging in the business of contracting in the city must have a full-time person who holds either a state certification, or a county or city certification which has been registered with the state, unless exempted from registration by applicable state law, designated as the qualifying agent for that business entity.
- (b) Contractor's certificates of competency issued by the county pursuant to County Ordinance No. 90-4, County Ordinance No. 94-18, County Ordinance No. 94-2, and subsequent amendments thereto, are hereby accepted by the city as evidence of the competency of the qualifying business or individual to perform the services or trade provided for in any such certificate.
- (c) All persons certified under the authority of the county contractor competency board, county board of electrical examiners, the county board of plumbing examiners, the state construction industry licensing board, or the state electrical contractor licensing board contracting within the city shall comply with the requirements, as identified in this chapter, and failure to do so shall be punishable pursuant to the codes of the city, including, but not limited to, section 1-1-8, section 14-4-4 or F.S. §§ 775.082, 775.083, and 775.084.
- (d) Acceptance of county certificates of competency and the requirement herein that individuals or businesses contracting within the city comply with county ordinances shall in no way alter or preclude the necessity for complying with the other requirements of this Code.

Sec. 14-2-62. - Gas installers and gas contractors.

- (a) No person or business entity shall engage in the business of installing, altering or repairing, within the city, any natural gas piping or gas appliance, device or equipment

for which a permit is required by this Code, unless the person is the holder of ~~either a city or~~ a county gas contractor certificate issued by the department of agriculture and consumer services or is certified by the state as a plumbing contractor or the person or business entity employs a full-time person who qualifies the business by holding either a city or a county master gas installer certification and is designated as the supervisor of gas installations for that person or entity. Persons or business entities engaged in the installation of liquified petroleum gas shall hold a liquified petroleum gas installation contractor certificate, issued by the department of agriculture and consumer services, and be licensed in accordance with state statutes; or shall employ a full-time person who qualifies the business by holding the required certification, registration or license.

- (b) Upon the date of adoption of this article, the city shall no longer issue gas installers certificates of competency. Those persons holding current city certificates of competency as of the date of adoption of this article shall be allowed to renew and exercise the privileges of the same within the city as long as they remain active in the business of installing gas piping or appliances and renew their certificate biennially, as required by section 7-10-3. City certificate holders shall be subject to regulation and discipline by the construction board of adjustment and appeals.
- (c) All persons certified as a master gas installer or journeyman gas installer under the authority of the county board of plumbing examiners, pursuant to county ordinance, are hereby accepted by the city as having the competency to perform the services provided for in the county ordinance establishing such certificate. Holders of county competency certificates contracting within the city shall be subject to the appeals and complaints hearing procedure of the county board of plumbing examiners regarding all work done within the city.
- (d) Acceptance of county certificates of competency and the requirement herein that individuals or businesses contracting within the city comply with county ordinances shall in no way alter or preclude the necessity for complying with requirements of the city codes and failure to do so shall be punishable pursuant to the codes of the city, including, but not limited to, section 1-1-8, section 14-4-4, or F.S. §§ 775.082, 775.083, and 775.084.

Sec. 14-2-63. - Plumbers and plumbing contractors.

- (a) No person or business entity shall engage in the business of installing, altering or repairing, within the city, any plumbing system, fixture, device or equipment for which a permit is required by this code, unless the person is the holder of ~~either a city or~~ a county plumbing contractor certificate currently registered with the state or is certified by the state as a plumbing contractor or the person or business entity employs a full-time supervisor of plumbing installations who qualifies the business by holding the required certification or registration.

- (b) Upon the date of adoption of this article, the city shall no longer issue plumbing certificates of competency. Those persons holding current city certificates of competency shall be allowed to renew and exercise the privileges of the same within the city as long as they remain active in the business of installing plumbing systems or fixtures and renew their certificate biennially, as required by section 7-10-3. City certificate holders shall be subject to regulation and discipline by the construction board of adjustment and appeals.
- (c) All persons certified as a master plumber, journeyman plumber, lawn sprinkler system installer, or plumbing contractor under the authority of the county board of plumbing examiners, pursuant to county ordinance, are hereby accepted by the city as having the competency to perform the services provided for in the county ordinance establishing such certificate. Holders of county competency certificates contracting within the city shall be subject to the appeals and complaints hearing procedure of the county board of plumbing examiners regarding all work done within the city.
- (d) Acceptance of county certificates of competency and the requirement herein that individuals or businesses contracting within the city comply with county ordinances shall in no way alter or preclude the necessity for complying with the requirements of the city codes and failure to do so shall be punishable pursuant to the codes of the city, including, but not limited to, section 1-1-8, section 14-4-4, or F.S. §§ 775.082, 775.083, and 775.084.

Sec. 14-2-64. - Irrigation/sprinkler system installers.

- (a) No person or business entity shall engage in the business of installing, altering or repairing, within the city, any irrigation system, fixture, device or equipment for which a permit is required by this Code, unless the person is the holder of ~~either a city or a~~ county irrigation/sprinkler system installer certificate, master plumber certificate or plumbing contractor certificate currently registered with the state or is certified by the state as a plumbing contractor or the person or business entity employs a full-time person who qualifies the business by holding the required certification and registration.
- (b) Upon the date of adoption of this article, the city shall no longer issue irrigation/sprinkler system installer certificates of competency. Those persons holding current city certificates of competency shall be allowed to renew and exercise the privileges of the same within the city as long as they remain active in the business of installing irrigation/sprinkler plumbing systems and renew their certificate biennially, as required by section 7-10-3. City certificate holders shall be subject to regulation and discipline by the construction board of adjustment and appeals.
- (c) All persons certified as a master plumber, or an irrigation/sprinkler installer or plumbing contractor under the authority of the county board of plumbing examiners, pursuant to county ordinance, are hereby accepted by the city as having the competency to perform the services provided for in the county ordinance establishing

such certificate. Holders of county competency certificates contracting within the city shall be subject to the appeals and complaints hearing procedure of the county board of plumbing examiners regarding all work done within the city.

- (d) Acceptance of county certificates of competency and the requirement herein that individuals or businesses contracting within the city comply with county ordinances shall in no way alter or preclude the necessity for complying with the requirements of the city codes and failure to do so shall be punishable pursuant to the codes of the city, including, but not limited to, section 1-1-8, section 14-4-4, or F.S. §§ 775-082, 775.083, and 775.084.

Sec. 14-2-65. - Journeymen and master electricians.

- (a) A journeyman electrician is a person who possesses the necessary qualifications, training and technical knowledge to install electrical wiring, apparatus or equipment for light, heat or power, and who is capable of doing electrical work according to the plans and specifications furnished him or her and in accordance with this Code, and the requirements established by the county board of electrical examiners and who has been tested and certified as such by the county board of electrical examiners, ~~or the holder of a city certificate of competency which was current and valid upon the adoption of this chapter.~~
- (b) A master electrician is a person who possesses the necessary qualifications, training, and technical knowledge to plan, lay out and supervise the installation of electrical wiring, apparatus or equipment for light, heat or power and who has demonstrated qualification under the provisions of this Code and the requirements established by the county board of electrical examiners and who has been tested and certified, as such, by the county board of electrical examiners, ~~or the holder of a city certificate of competency which was current and valid upon the adoption of this chapter.~~
- (c) Upon the date of adoption of this article, the city shall no longer issue journeyman electrician or master electrician certificates of competency. Those persons holding current city certificates of competency, as of the date of adoption of this article, shall be allowed to renew and exercise the privileges of the same within the city as long as they remain active in electrical work as permitted by this Code and renew their certificate biennially, as required by section 7-10-3. City certificate holders shall be subject to regulation and discipline by the county board of electrical examiners.
- (d) Subsequent to the effective date of this chapter, a person desiring to obtain a certificate of competency for a journeyman electrician or master electrician, as defined in this section, must satisfy all requirements of the county board of electrical examiners. Pursuant to section 14-2-61 journeymen and master electricians licensed by the county board of electrical examiners shall be authorized to conduct work as defined in this section.

- (e) Acceptance of county certificate of competency and the requirement herein that individuals or businesses contracting within the city comply with county ordinances shall in no way alter or preclude the necessity for complying with the other requirements of this Code and failure to do so shall be punishable pursuant to the codes of the city, including, but not limited to, section 1-1-8, section 14-4-4, or F.S. §§ 775.082, 775.083, and 775.084.

Sec. 14-2-66. - Maintenance electricians.

- (a) A maintenance electrician is a person who possesses the necessary qualifications and is certified by the county board of electrical examiners to keep in repair, and/or maintain or operate machinery, elevators, or equipment in specific buildings or plants as an employee of the owners or operators of such buildings or plants. This person is restricted from doing any electrical work which requires an electrical permit from the city.
- (b) Upon the date of adoption of this article, the city shall no longer issue maintenance electrician certificates of competency. Those persons holding current city certificates of competency shall be allowed to renew and exercise the privileges of the same within the city as long as they remain active in electrical work as permitted by this Code and renew their certificate biennially, as required by section 7-10-3. City certificate holders shall be subject to regulation and discipline by the county board of electrical examiners. Nothing in this section shall be construed as authorizing any maintenance electrician to engage in business as an electrician, nor as authorizing any such individual to do electrical work other than in or on the property of their employer. Maintenance electricians shall not be allowed to make new installations or perform new construction under this provision. Upon leaving the employment for which the maintenance electrician certificate of competency was issued, such certificate of competency shall become null and void.
- (c) Subsequent to the effective date of this article, a person desiring to obtain a certificate of competency for a maintenance electrician, as defined in this section, must satisfy all requirements of the county board of electrical examiners. Pursuant to section 14-2-61 maintenance electricians licensed by the county board of electrical examiners shall be authorized to conduct work as defined in this section.
- (d) Acceptance of county certificate of competency and the requirement herein that individuals or businesses contracting within the city comply with county ordinances shall in no way alter or preclude the necessity for complying with the other requirements of this Code and failure to do so shall be punishable pursuant to the codes of the city, including, but not limited to, section 1-1-8, section 14-4-4, or F.S. §§ 775.082, 775.083, and 775.084.

Sec. 14-2-67. - Electrical contractors.

- (a) As of the effective date of this chapter, a person or entity desiring to engage in electrical contracting, as defined in F.S. ch. 489, part II, must satisfy all requirements of the county board of electrical examiners for certification as an electrical contractor.
- (b) No person or business entity shall engage in the business of installing, altering or repairing within the city, any electrical wiring, device or equipment for which a permit is required by this Code unless: the person is certified or licensed and authorized to do such work as provided for in section 14-2-61. Those persons designated as qualifying agents shall comply with all requirements of the state statutes and administrative rules of the state electrical contractor's licensing board concerning notifications.
- (c) Upon the date of adoption of this chapter, the city shall no longer issue electrical contractor certificates of competency. Those persons holding current city certificates of competency shall be allowed to renew and exercise the privileges of the same within the city as long as they remain active in electrical contracting work as permitted by this Code and renew their certificate biennially, as required by section 7-10-3. City certificate holders shall be subject to regulation and discipline by the county board of electrical examiners.
- (d) Acceptance of county certificate of competency and the requirement herein that individuals or businesses contracting within the city comply with county ordinances shall in no way alter or preclude the necessity for complying with the other requirements of this Code and failure to do so shall be punishable pursuant to the codes of the city, including, but not limited to, section 1-1-8, section 14-4-4, or F.S. §§ 775.082, 775.083, and 775.084.

Sec. 14-2-68. - Alarm system contractors.

No person or business entity shall engage in the business of installing, altering or repairing, within the city, any alarm system wiring, device or equipment for which a permit is required by this Code unless the person is the holder of a county alarm system contractor certificate currently registered with the state or is a state certified alarm system contractor; or the person or business entity employs a full-time person who holds such a registration or certificate and is designated as the qualifying agent. Those persons designated as qualifying agents shall comply with all requirements of the state statutes and administrative rules of the state electrical contractor licensing board concerning notifications.

Sec. 14-2-69. - Liability insurance required.

Contractors doing business in the city shall be required to carry bodily injury and property damage insurance in the amounts specified in F.A.C. 61G4-15.003.

Sec. 14-2-70. - Prohibitions; violations.

- (a) It is unlawful for any person to engage in the business or act in the capacity of a contractor or certificate holder in the city without having been duly certified or registered as required under the provisions of state law and this Code.
- (b) It is a violation of this Code for any person to:
 - (1) Falsely hold themselves out as one duly certified as required by the provisions of this Code;
 - (2) Falsely impersonate one duly certified as required by the provisions of this Code;
 - (3) Present as their own the certificate or registration of another;
 - (4) Give false or forged evidence for the purpose of obtaining a certificate or registration;
 - (5) Use or attempt to use a certificate or registration which has expired, or has been suspended or revoked.

ARTICLE V. - PERMITS—CODE COMPLIANCE

Sec. 14-2-111. - Permit—Fee.

No construction permit authorized or required by this Code shall be issued by the inspection services department until the applicant therefor pays the appropriate fee for the permit and the rights and privileges provided therein.

Sec. 14-2-112. - Permit—Term.

Every construction permit issued shall become invalid unless the work authorized by such permit is commenced within six months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of three months after the time the work is commenced, except that ~~re-roofing permits shall be good for only three weeks and demolition permits for only 90 days~~, unless the permit holder shall have obtained an extension from the building official. "Work," as used herein, shall be defined as progress evidenced by at least one satisfactory inspection during any six-month period.

Sec. 14-2-113. - Permit—Deviation.

The construction permit, when issued, shall be for such installation as is described in the application and plans and no deviation shall be made from the installation so described without the written approval of the inspection services department. If any deviation from the original permit is made another permit covering the deviation may be required.

Sec. 14-2-114. - ~~Damage exceeding 50 percent of appraised taxable value.~~

Whenever a building has deteriorated, been destroyed, or damaged demolished to the extent that the structural loads are compromised as to constitute substantial structural damage, as specified by the Florida Building Code, Existing Buildings,~~cost of improvement, renovation or repair work will exceed 50 percent of the appraised taxable value established prior to the destruction or demolition,~~ then it shall be required that the entire structure be reworked to meet the requirements of the current construction, life safety and fire prevention codes.

Sec. 14-2-115. - Stop work order.

Whenever improvement work on any premises within the city, whether permitted or not, is being done contrary to the provisions of this or any other code of the city, the code inspector observing such work shall issue a written stop work order or other correction notice to the person or firm responsible for the work. The person responsible shall cease work until the proposed work is approved or until corrections in compliance with the correction notice have been made. The building official may, at his or her discretion, revoke any permit issued for improvements if the person responsible fails to comply with a written stop work or correction notice.

Sec. 14-2-116. - Conformance with regulations and technical codes.

Any person, firm or corporation engaged in a business regulated by this Code, whose work does not conform to the regulations and technical codes adopted herein, shall on notice from the building official make necessary changes or corrections so as to conform to these regulations and technical codes;~~if changes have not been made after ten days' notice from the building official, the building official may then refuse to issue any more permits, for any project, to that person, firm or corporation until such work has fully complied with these regulations and codes.~~

Sec. 14-2-117. - Permit appeals.

A person, firm or corporation which is denied a permit or has a permit revoked shall have the right to appeal, in writing, the decision of the building official to the construction board of adjustment and appeals within 15 days of such action. The construction board of adjustment and appeals shall meet and decide the appeal of the permit denied or revoked within 15 business days of receipt by the building official of the written appeal.

ARTICLE VI. - BUILDINGS

Sec. 14-2-131. - Florida Building Code—Adopted.

Pursuant to F.S. § 553.73, and other applicable provisions of law, the building code and all subsequent editions and revisions thereto as may be adopted by the state building commission as the state minimum building code, save and except the portions which are deleted, modified, or amended as contained in this chapter, are hereby adopted for the purpose of governing the construction, erection, enlargement, alteration, repair,

demolition, use, occupancy, proximity and maintenance of buildings and other structures within the city. Not less than one copy of the foregoing codes has been filed for more than ten days preceding passage of this chapter and is now filed in the office of the city building official.

Sec. 14-2-132. - Florida Building Code—Amendments.

At the time of excavation and during construction of a swimming pool an effective safety barrier as defined in section 424.2.2 of the Florida Building Code shall be installed and maintained so as to enclose all four sides of the excavation or swimming pool whenever persons constructing the pool are not at the site and the permanent enclosure has not been installed.

Sec. 14-2-133. - 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:

- (1) 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 three feet (914 mm), whichever is higher.
- (2) 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 three 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 three feet (914 mm), or not less than three 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 three 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.

- (3) 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).

- (4) Section R322.3.2 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 three 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.

- (5) 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 ten (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.

(6) 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).

Sec. 14-2-134. - Building permits.

- (a) In addition to the requirements specified in the Florida Building Code, as adopted herein, applications for and issuance of construction permits shall be in accordance with chapter 12-11.
- (b) Applications for building permits shall be accompanied by the following information and materials:
 - (1) One ~~Two or more~~ complete sets of building construction plans and specifications, signed by the designer, and, when required, sealed by an appropriately certified professional, drawn in sufficient detail to be reviewed for compliance with the requirements of the technical codes, state statutes and the land development code contained in title XII. Such plans and specifications shall be uploaded in pdf format during the application process.
 - (2) Proof of sewer tap from Escambia County Utilities Authority, as appropriate.
 - (3) Completed, current state energy thermal ~~energy~~ efficiency code compliance certification forms, when applicable, pursuant to F.S. ch. 553.
 - (4) A completed product approval information form for all exterior cladding and components and all structural connectors and engineered wood products.
- (c) One digital copy of the plans shall be returned to the applicant by the building official after designated agents have marked as approved. This copy is to be available in full-scale format, maintained at the job site at all times, and available for review by city inspectors at any time that work is in progress. A digital ~~second~~ copy of the plans, similarly marked, shall be retained by the building official. ~~Additional copies, when required, will be distributed to the appropriate authorities.~~
- (d) When a building permit is required, no permits for roofing, electrical, plumbing, gas, mechanical or other building service system shall be issued until after the building permit has been issued.
- (e) No building permit shall be issued by the city on any parcel of property subject to its jurisdiction when there is a pending request for a change of zoning classification for the parcel; unless the use for which the permit is requested is permitted in both the present zoning classification and the zoning classification requested.
- (f) A building permit issued by the inspection services department shall be required for all swimming pool installations, and all regulations concerning the issuance of a building permit shall likewise apply to swimming pool permits.
- (g) Electrical, mechanical, fuel gas, and plumbing permits shall be required in accordance with the corresponding ~~electrical and plumbing~~ codes adopted herein.
- (h) A separate building permit shall be required for erecting enclosure fencing or walls.

Sec. 14-2-135. - Moving of buildings.

- (a) No building, structure or assembly which exceeds the maximum highway limits of the state shall be moved over the public streets and thoroughfares of the city until a permit for the movement shall have been issued by the building official.
- (b) Permit application forms shall be completed to show the route and time when any such move is requested under the authority of the permit, and shall contain the prior approval of the police department, fire department and the traffic engineer before issuance by the building official.
- (c) All structures relocated within or brought into the city must be located, modified, remodeled or repaired so as to be in total compliance with the codes of the city. Such work is to commence immediately upon location or relocation within the city and to be actively continued until completed. Structures which are not located, modified and repaired, as required, shall be considered as unsafe structures and the building official shall take action in accordance with the International Property Maintenance Code or other applicable provisions of this Code.
- (d) Before a permit to move a structure into or within the city is issued, a sewer tap, as appropriate, and a permit for an approved foundation and site plan shall have been obtained.

Sec. 14-2-136. - Demolition.

- (a) The demolition of buildings and structures shall be controlled by provisions of the Florida Building Code and the International Property Maintenance Code, as adopted herein, by those additional provisions, outlined for special review districts, contained in chapter 12-3 and those guidelines as established in this part.
- (b) No building or structure shall be demolished, razed, dismantled or removed in whole or in part without first obtaining a permit issued by the building official of the city. A permit issued for demolition shall be valid for 90 days. Extensions for periods not exceeding 30 days each may be granted in writing by the building official.
- (c) Applications for demolition permits must include written certification by the applicant that reasonable steps have been taken to provide notice to residents within a 300-foot radius of the property of the proposed demolition and the intended date upon which demolition will commence once a permit is obtained. This certification must be included in affidavit form, signed by the applicant or the property owner, also indicating that all gas, water and electrical utilities have been cut off or disconnected utilities shall be cut off at the property line or off premises when a building or structure is to be totally demolished.

- (d) After the issuance of permit, the permit holder shall be responsible for placing a sign on the property where demolition is to take place. The sign shall be a minimum of 11 inches by 17 inches in size and mounted at a minimum of four feet above the ground. The sign shall have black lettering with a contrasting white background, have block style lettering a minimum of three inches in height and shall state "NOTICE OF DEMOLITION" with a phone number for contact included. The sign shall be of a material that is durable, laminated or other weather resistant material. Also posted shall be the demolition permit or a copy thereof.
- (e) Demolition permits for structures larger than 3,000 square feet in floor area or over 35 feet in height at any point shall require a current certificate of insurance showing general liability coverage of at least \$300,000.00, per occurrence and per accident, for products and completed operations.
- (f) When required by the building official, the Florida Building Code, the International Property Maintenance Code, or city ordinance, as adopted herein, barricades and other shielding shall be used to protect adjacent property and the public; to include dust control and/or mediation. At the end of each working day the remainder of the structure shall be left in a stable condition with no dangerous unsupported roofs, walls or other elements. Fencing or continuous security guards may be required.
- (g) All footings, foundations, piers, etc., of one- and two-family dwellings which have been demolished, shall be removed to a depth of not less than 12 inches below the natural ground level. Utility supply and sewer piping shall be removed so as to be flush with grade level. The footings, foundations, utility supply and sewer piping and all pilings of structures larger than a one- or two-family dwelling shall be removed to not less than four feet below the natural ground level. Remaining sections of footings, foundations, pilings, and piping may be buried provided they have not been disturbed from their original position and are surrounded by compacted earth or other permitted backfill. All excavations are to be filled to the natural grade; unnatural hills or mounds of earth are to be leveled or removed.
- (h) Debris and waste materials shall not be allowed to accumulate or be buried on the premises. Usable, recyclable byproducts of demolition, including, but not limited to, steel beams and rip-rap, may be stored only where permitted by the provisions of chapter 12-3.
- (i) Demolition work shall be conducted in compliance with the noise regulations for construction as well as applicable nuisance ordinances contained in this Code.
- (j) The owner of a building or structure or his or her duly authorized agent may appeal a decision or requirement of the building official, concerning demolition, to the construction board of adjustment and appeals. Filing of an appeal will stay the work until a decision has been rendered by the board. When an appeal is made, the building official shall require appropriate safeguards to protect the public and adjacent

buildings. If deemed necessary, an immediate meeting of the construction board of adjustment and appeals shall be called by the chair of the board.

Sec. 14-2-137. - Damage to city rights-of-way or property.

Any damage to city right-of-way or property, including damage to sidewalks, driveways, curbs, paving, trees, grass and shrubbery resulting from the moving, construction, erection, enlargement, alteration, repair, or demolition procedure including the erection and removal of fences, barriers or walkways, shall be repaired or replaced as required by the mayor.

Sec. 14-2-138. - Tents.

- (a) A building permit shall be required for any tent larger than 120 ~~400~~ square feet in size erected in the city.
- (b) Issuance of a building permit for erection of a tent shall require prior approval of the fire department. The fire department shall be responsible for determining the adequacy of the flame retardant quality of the tent and other fire suppression equipment requirements.
- (c) Unless waived by the building official, application for a tent permit shall include a fully dimensional site plan showing the proposed location of the tent, location of any other permanent or temporary site improvements, on-site parking and, if required, portable sanitary facilities.
- (d) Sanitary facilities shall exist or be provided within 100 feet of any tent and in the same minimum fixture count as is required in the Florida Building Code—Plumbing, as adopted herein, for permanent structures of the same use or occupancy as is intended for the tent. The mayor may extend such distance for community events. The minimum fixture count may be reduced by the building official when he or she determines that the number of facilities will be in excess of the actual number required based upon existing permanent facilities and intended use of the tent.
- (e) When a proposed tent location is in a parking lot intended to be used by persons frequenting a permanent structure, no more than two percent of the parking required in title XII shall be lost due to erection of the tent.
- (f) Wind load requirements contained in the Florida Building Code, as adopted herein, and all other requirements of this Code and the land development code contained in title XII shall apply to tents which will be in place for more than 15 days.
- (g) All electrical service to a tent shall comply with the requirements of the National Electrical Code as adopted herein.

Sec. 14-2-139. - Costs incurred by city declared lien; collection; enforcement.

- (a) All expenses incurred by the city in abating an unsafe building condition in accordance with the International Property Maintenance Code, Florida Building Code, or other provision of this Code shall be reimbursed by the legal or beneficial owner and shall constitute a lien against the property until paid, including statutory interest. The city may recover such expenses by any means authorized by law or equity. "Expenses" shall include, but not be limited to, costs incurred in ascertaining ownership, architectural or engineering consultation, mailing or delivery of notices, contracts for demolition or repair, recording fees, and taxable costs of litigation including reasonable attorney's fees.
- (b) The building official shall certify ~~to the mayor~~ that the specific work has been completed. The building official or assignee ~~mayor~~ shall then prepare and process a complete assessment of all costs, including, but not limited to, all expenses listed in the preceding paragraph or other legitimate expenses that may have occurred before, during or after proceedings necessary to eliminate the illegal condition of buildings or structures described herein.
- (c) Furthermore, the assessment is declared a lien upon the land until paid, and to have equal dignity with other liens for ad valorem taxes. The mayor shall file for public record the claims of liens against the property cleared, or abated of the condition, or condemned building setting forth the amount of the lien, a description of the property involved, and that the lien is claimed pursuant to the provisions of this section. The lien shall be signed and sworn to by the mayor. Monies received from enforcement of the lien shall be collected and deposited in the special assessment fund. The lien shall be enforced as otherwise provided for by law.

ARTICLE VII. - ELECTRICITY^[1]

Sec. 14-2-161. - Short title.

This article shall be known and may be cited as the City of Pensacola Electrical Code.

Sec. 14-2-162. - National Electrical Code adopted.

- (a) The National Electrical Code (NFPA-70), 1999 edition copyrighted by the National Fire Protection Association, as may be amended, is hereby adopted for the purpose of establishing rules and regulations for the installation, alteration and removal of electrical wiring and equipment, and the whole thereof, save and except such portions as are deleted, modified, or amended as contained in this article, of which not less than one copy of the foregoing code has been filed for more than ten days preceding passage of this section, and now is filed in the office of the building official of the city. The same is hereby adopted and incorporated as fully as if set out at length herein, and from the date on which this article shall take effect, the provisions thereof shall be controlling in electrical construction within the corporate limits of the city.
- (b) In application and administration of the National Electrical Code, the "authority having jurisdiction" shall be the building official as designated by the mayor, or his or her designated representative.
- (c) The administrative chapter of the ~~2004~~ Florida Building Code, as adopted and amended herein, shall apply to this Code. The authority of the construction board of adjustment and appeals referred to in section 14-2-41 shall apply equally to the National Electrical Code ~~Florida Building Code~~ ~~Fuel Gas~~.

~~Sec. 14-2-163. - Amendments.~~

~~The amendments to the National Electrical Code shall be as set out in this section. All references to section and chapter numbers in the text of this section shall be construed as if followed by the words, "of the National Electrical Code," unless clearly indicating to the contrary.~~

~~A. *Article 680—Swimming, pools, fountains, and similar installations.*~~

- ~~(1) All electrical circuits, regardless of the voltage or current rating, installed in a swimming pool or spa area shall be installed by a licensed electrical contractor and proper permits and inspections shall be required.~~

Sec. 14-2-164. - Electrical permits.

- (a) Unless specifically exempted in this Code or by the building official, no wiring, devices, or equipment for the transmission, distribution, or utilization of electrical energy for light, alarms, power, heat, electronic communication, radio transmission and reception, lightning protection or other purpose shall be installed within or on any structure nor shall any alteration or addition be made in any such existing wiring, devices, or equipment without first securing an electrical permit from the inspection services department.

- (b) Application for an electrical permits shall be made on forms provided in writing, or in electronic format, by the person, or persons authorized to represent a business entity, planning to install the work, and the permit, when approved, shall be issued to such applicant. The person or business entity making application for such permit shall describe the work to be done including the size of conductors to be used in or upon any building for all services, mains, feeders, and sub-feeders, the areas to be served by such conductors, and shall, when required by the building official or his or her designated representative, file with the inspection services department complete plans and specifications for the installations, showing details as may be necessary to determine whether the installation as described will be in conformity with the requirements of this Code. When a building permit is also required, electrical permits, for other than temporary power poles, shall not be issued until after the building permit has been issued.
- (c) Electrical plans for all buildings requiring emergency means of egress shall show the location of all fire escape lights, exit signs and emergency lights and such locations shall have the approval of the building official and the fire marshal before an electrical permit is issued for their installation.
- (d) The permit, when issued, shall be for such installation as is described in the application and plans, and no deviation shall be made from the installation so described without the written approval of the authority having jurisdiction. If any deviation from the original permit is made, another permit covering the deviation may be required.
- (e) Every permit issued shall become invalid unless the work authorized by such permit is commenced within six months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of six months after the time the work is commenced. One or more extensions of time, for periods not more than 90 days each, may be allowed for the permit. The extension shall be requested in writing and justifiable cause demonstrated. Extensions shall be in writing by the building official.
- (f) All electrical circuits, regardless of voltage, current rating or permit requirements, shall comply with the requirements of the National Electrical Code.
- (f) (g) Exemption for companies or businesses regulated by the Florida Public Service Commission. Alterations or additions to wiring, devices, or equipment for the transmission of electrical energy where such alterations or additions are for the sole purpose of providing energy management capability related to utility programs approved or endorsed by the Florida Public Service Commission (FPSC) shall be exempt from the requirement of this section, including inspections, except for the requirements contained in this subsection (f). This exemption shall apply only to a company or business authorized by the FPSC to establish such a program. All work herein described shall be performed by a contractor, appropriately licensed by the state and/or local government. This exemption shall not apply unless prior to implementing such a program, the company or business provides to the city an agreement agreeing to indemnify and hold harmless the city for any and all work

performed under the FPSC approved program in a form acceptable to the city attorney. This exemption in no manner creates any obligation nor creates any liability on the part of the city to inspect or approve the work described herein.

Sec. 14-2-165. - Tampering with grounding or equipment prohibited.

- (a) It shall be unlawful for any person, firm or corporation not having first obtained a permit to remove ground clamps from water pipes, or to in any way tamper with an electrical installation, and thereby increase the hazard to life and property.
- (b) It shall be unlawful for anyone to tamper with or alter in any way, equipment owned by the utility company without expressed permission of that utility company.

ARTICLE VIII. - GAS

Sec. 14-2-191. - Short title.

This article shall be known and may be cited as the City of Pensacola Gas Code.

Sec. 14-2-192. - Florida Building Code—Fuel Gas adopted.

Pursuant to F.S. § 553.73, and other applicable provisions of law, the Florida Building Code—Fuel Gas and subsequent editions and revisions thereto as may be adopted by the state building commission as the state minimum building code, are hereby adopted by the city for the purposes of establishing the minimum requirements for safe installation, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, piping and appurtenances thereto, of both natural and liquefied petroleum gas, save and except such portions as are deleted, modified, or amended as contained in this article. Not less than one copy of the foregoing code has been filed for more than ten days preceding passage of this article, and is now filed in the office of the city building official. Such edition of the Florida Building Code—Fuel Gas is hereby adopted and incorporated as fully as if set out at length in this section and the provisions thereof shall be deemed the minimum for controlling gas piping construction within the city.

Sec. 14-2-193. - Amendments.

The administrative chapter of the Florida Building Code, as adopted and amended herein, shall apply to this Code. The authority of the construction board of adjustment and appeals referred to in section 14-2-41 shall apply equally to the Florida Building Code—Fuel Gas.

Sec. 14-2-194. - LPG reference standards.

The standards published by the National Fire Protection Association, in particular NFPA 54 and 58, shall be used in the administration of liquefied petroleum gas installations.

Sec. 14-2-195. - Gas permits.

- (a) No piping, devices or equipment for the transmission, distribution, or utilization of gaseous fuel, shall be installed within or on any structure nor shall any alteration or addition be made in any such existing piping, devices, or equipment without first securing a gas permit from the inspection services department.
- (b) Application for a gas permit shall be made on forms provided, in writing, by the person, or persons authorized to represent a business entity, planning to do the work, and the permit, when approved, shall be issued to such applicant. The person, or business entity, making application for such permit shall state in the application the system pressure, size and type of piping to be used in or upon any building for all services, mains, feeders and sub-feeders, the areas and equipment or appliances to be served by such piping, and shall, when required by the department, file with the inspection services department complete plans and specifications for the installations and equipment or appliances, showing details as may be necessary to determine whether the installation as described will be in conformity with the requirements of this Code. When a building permit is also required gas permits shall not be issued until after the building permit has been issued.

Sec. 14-2-196. - Investigation of complaints.

The building official shall cause to be examined all premises about which a complaint concerning the gas piping, appliance installation or ventilation is made and shall, upon evidence of the unsafe or unfinished condition thereof, condemn same and notify the owner or agent of the premises to arrange the gas piping, ventilation or appliance installation in compliance with this Code.

Sec. 14-2-197. - Unlawful installations and connections.

- (a) It shall be unlawful for any person to fail to place the gas piping or appliance installation on the premises or building in proper and safe condition in accordance with the provisions of this Code within a reasonable time fixed by the building official or fire marshal, or for any person to interfere with the gas inspector, fire inspector, fire marshal or the building official in the proper and lawful performance of their duties.
- (b) It shall be unlawful for any person to make a direct connection of any pipeline or device to any gas service built and maintained by the city gas company.

ARTICLE IX. - MINIMUM HOUSING

Sec. 14-2-221. - Short title.

This article shall be known and may be cited as the City of Pensacola Minimum Housing Code.

Sec. 14-2-222. - International Property Maintenance Code adopted.

The International Property Maintenance Code, published by the International Code Council, Inc., as may be amended, is hereby adopted and incorporated as fully as if set out at length in this section and the provisions thereof shall be deemed the minimum housing standards essential for safe and healthful living within the city, save and except such portions as are deleted, modified, or amended as contained in this article. Not less than one copy of the foregoing code has been filed for more than ten days preceding passage of this chapter, and is now filed in the office of the city building official.

Sec. 14-2-223. - Amendments.

The following sections of the International Property Maintenance Code are hereby amended as follows:

- (a) *Section 101.1. Title.* Revise to read as follows: These regulations shall be known as the property maintenance code of the city hereinafter referred to as "this code."
- (b) *Section 102.3. Application of other codes.* Revise to read as follows: Repairs, additions or alterations to a structure, or changes of occupancy, shall be done in accordance with the procedures of the Florida Building Code, state residential code, state fuel gas code, state mechanical code, state plumbing code and the National Electrical Code. Nothing in this code shall be construed to cancel, modify or set aside any provision of the land development code of the city.
- (c) *Section 103. DEPARTMENT OF PROPERTY MAINTENANCE.* Revise title to read: DIVISION OF PROPERTY MAINTENANCE.
- (d) *Section 103.2. Appointment.* Revise to read as follows: The code official shall be appointed by the chief appointing authority of the jurisdiction.
- (e) *Section 103.4. Liability.* Delete this paragraph in its entirety.
- (f) *Section 103.5. Fees.* Delete this paragraph in its entirety.
- (g) *Section 107.4. Penalties.* Delete this paragraph in its entirety.
- (h) *Section 108.4. Placarding.* Delete this paragraph in its entirety.
- (i) *Section 108.4.1. Placard removal.* Delete this paragraph in its entirety.
- (j) *Section 108.5. Prohibited occupancy.* Revise to read as follows: Any occupied structure condemned by the code official shall be vacated as ordered by the code official. Any person who shall occupy a premises or shall operate placarded equipment, and any owner or any person responsible for the premises who shall let anyone occupy a premises or operate placarded equipment shall be liable for the penalties provided by this code.

- (k) *Section 109.5. Costs of emergency repairs.* Revise to read as follows: Cost incurred in the performance of emergency work shall be paid by the jurisdiction. The jurisdiction may institute appropriate action against the owner of the premises where the unsafe structure is or was located for the recovery of said costs.
- (l) *Section 201.3. Terms defined in other codes.* Revise to read as follows: Where terms are not defined in this code and are defined in the Florida Building Code, state residential code, state fuel gas code, state mechanical code, state plumbing code and the National Electrical Code, such terms shall have the meanings ascribed to them as stated in those codes.
- (m) *Section 302.4. Weeds.* In the first sentence after the words "in excess of" insert the following: 12 inches in height.
- (n) *Section 302.9. Defacement of property.* Revise to read as follows: No person shall willfully or wantonly damage, mutilate or deface any exterior surface of any structure or building on any private or public property by placing thereon any marking, carving or graffiti. It shall be the responsibility of the owner of the property to restore said surface to an approved state of maintenance and repair within seven days of notification.

Exception: The 17th Street CSX Railroad Trestle shall be exempted from the provisions of this section.

- (o) *Section 304.19. Glass panes in windows and doors.* Create this paragraph to read as follows: All glass panes intended for an exterior window or door must be in place and free of all cracks, paint, or any removable covering. Plexiglas or any other type of plastic material may not be substituted for a glass pane in any exterior window or door.
- (p) *Section 304.20. Temporarily securing windows and doors.* Create this paragraph to read as follows: Should an exterior window or door be broken or damaged in such a way to allow outside elements to freely enter the premises, plywood may be temporarily placed over the damaged exterior opening for a period of up to two weeks to secure the building and make arrangements for a more permanent repair. Plywood covering an exterior window or door for more than 14 days after an incident that resulted in damage to the window or door shall not be allowed except in circumstances where the damage was caused by a natural disaster or act of God. In situations where the damage was caused by the effects of a natural disaster or act of God, plywood may stay in place to protect the building opening for a period of not more than six months from the date of original damage in order to allow the property owner to repair the damaged window or door.
- (q) *Section 304.21. Sign frames and posts.* Create this paragraph to read as follows: Within 30 days of an occupant vacating a premise within the Downtown Improvement

Board District, all exterior signage, including frames, posts, anchors, support members, and electrical connections, that were used to promote the former occupant or to promote the services or products offered by the departed occupant must be removed from the premises. No unused sign frames, guidelines, anchors, poles, or other structural supports associated with the prior signage or occupant may be left on the exterior of the premises unless it is being used for its intended purpose by a new and subsequent occupant within the aforementioned 30-day period.

- (r) *Section 304.22. Cleaning sidewalks.* Create this paragraph to read as follows: The public sidewalks abutting any premises where an occupant sells alcoholic beverages or provides outside seating on the public sidewalks for its consumption must be cleaned using a power washer at least once a month. Such power washing must be performed in a manner sufficient to remove gum, food, beverages, and other foreign fluids or waste materials from the sidewalks without damaging the sidewalks themselves.
- (s) *Section 401.3. Alternate Devices:* Replace International Building Code with Florida Building Code.
- (t) *Section 505.1. General:* Replace International Plumbing Code with Florida Plumbing Code.
- (u) *Section 602.2. Residential occupancies.* Replace International Plumbing Code with Florida Plumbing Code.
- (v) *Section 602.3. Heat supply.* Exceptions: 1. Replace International Plumbing Code with Florida Plumbing Code.
- (w) *Section 604.2. Services.* Replace ICC Electrical Code with National Electrical Code.
- (x) *Section 702.1. General.* Replace International Fire Code with NFPA 101.
- (y) *Section 702.2. Aisles.* Replace International Fire Code with NFPA 101.
- (z) *Section 702.3. Locked doors.* Replace International Building Code with Florida Building Code.
- (aa) *Section 704.1. General.* Replace International Fire Code with NFPA 101.
- (bb) *Section 704.2. Smoke alarms.* Replace International Fire Code with NFPA 101.

Sec. 14-2-224. - Burglar bars.

- (a) All burglar bars, grids, screens or other security closures installed on exits required by the Florida Building Code, the International Property Maintenance Code or the Life

Safety Code shall comply with the requirements of these codes regarding openings for egress.

- (b) Any burglar bar, shutter, grid or other closure installed on bedroom window openings required for emergency egress shall be treated as a door for purposes of applying these codes and shall be able to be opened from the inside, without the use of a key, tool, special knowledge or effort and shall, when so opened, remain open without the use of additional support.

ARTICLE X. - MECHANICAL

Sec. 14-2-241. - Short title.

This article shall be known and may be cited as the City of Pensacola Mechanical Code.

Sec. 14-2-242. - Florida Building Code—Mechanical adopted.

Pursuant to F.S. § 553.73, and other applicable provisions of law, the 2001 Florida Building Code—Mechanical, and subsequent editions and revisions thereto as may be adopted by the state building commission as the state minimum building code, are hereby adopted and incorporated as fully as if set out at length in this section and the provisions thereof shall be deemed the minimum requirements of the city for safe mechanical installations, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and appurtenances thereto so as to safeguard life, health and public welfare and the protection of property, save and except such portions as are deleted, modified, or amended as contained in this article. Not less than one copy of the foregoing code has been filed for more than ten days preceding passage of this chapter, and is now filed in the office of the city building official.

Sec. 14-2-243. - Amendments.

- (a) The administrative chapter of the Florida Building Code, as adopted and amended herein, shall apply to this Code. The authority of the construction board of adjustment and appeals referred to in section 14-2-41 shall apply equally in this Code.
- (b) No person shall suspend an air conditioning machine from any building, or from the windows of any building or aperture of any building, so that the air conditioning machine extends beyond the wall of the building, over the streets of the city or above any sidewalk, passageway, thoroughfare, public way, courtyard or assembly yard where the general public shall move or congregate, unless the person or the owner of the building shall first obtain a permit for the same from the building official.
- (c) Air conditioning machines suspended in the manner described in the preceding paragraph shall be so constructed and installed that they will withstand wind pressure of at least 40 pounds per square foot of surface, and shall be otherwise structurally safe, and shall be securely anchored or otherwise fastened, suspended or supported

so that, in the opinion of the building official of the city, they are not a menace to persons or property.

- (d) The owner or person in control of any air conditioning machine, suspended over or extending into a public right-of-way, sidewalk, street, public way, courtyard or assembly yard used by the general public in the city shall indemnify, defend and hold harmless the city from and against any and all claims, demands, actions, judgments, costs, attorney's fees, or expenses for bodily injury, including death, or property damage arising out of or in connection with the installation or existence of said machine.

Sec. 14-2-244. - Mechanical permits.

- (a) No mechanical devices or equipment used for processing chemicals, gases or other materials or for heating, cooling, ventilation, refrigeration, incinerating, power, drying or the transmission and distribution of conditioned air shall be installed within or on any structure nor shall any alteration or addition be made in any such existing mechanical system or equipment without first securing a mechanical permit from the inspection services department.

- (b) Application for a mechanical permit shall be made, in writing, on forms provided describing the work to be done by the person, or person authorized to represent the business entity, planning to install the work, and the permit, when approved, shall be issued to such applicant. The person or business entity making application for such permit shall, when required by the department, file with the inspection services department complete plans and specifications for the installation, showing details as may be necessary to determine whether the installation as described will be in conformity with the requirements of this Code. When a building permit is also required mechanical permits shall not be issued until after the building permit has been issued.

Sec. 14-2-245. - Maintenance of safe conditions.

It shall be unlawful for any person to fail to place the mechanical system or equipment on the premises or building in proper and safe condition in accordance with the provisions of this Code within a reasonable time fixed by the building official, or to interfere with the inspector or the building official in the proper and lawful performance of their duties.

ARTICLE XI. - PLUMBING

Sec. 14-2-261. - Short title.

This article shall be known and may be cited as the City of Pensacola Plumbing Code.

Sec. 14-2-262. - Application.

The city plumbing code shall apply to the practice, materials, and fixtures, new and existing, used in the installation, maintenance, extension, and alteration of all piping, fixtures, appliances and appurtenances in connection with any of the following: sanitary drainage or storm drainage facilities, venting systems, and the public or private water

supply system within or adjacent to any building structure or conveyance. This code shall also apply to the practice and materials used in the installation, maintenance, extension or alteration of stormwater drainage, irrigation, sewage and water supply systems of any premises to their connection with any point of public supply or disposal or other acceptable terminal located within the corporate limits of the city, except those which are specifically exempted by state or federal statutes.

Sec. 14-2-263. - Florida Building Code—Plumbing adopted.

Pursuant to F.S. ch. 553, and other applicable provisions of law, the 2001 Florida Building Code—Plumbing and subsequent editions and revisions thereto as may be adopted by the state building commission as the state minimum building code, are hereby adopted by the city and incorporated as fully as if set out at length in this section and the provisions thereof shall be deemed the minimum requirements for safe plumbing, save and except such portions as are deleted, modified, or amended as contained in this article. Not less than one copy of the foregoing code has been filed for more than ten days preceding passage of this article, and is now filed in the office of the building official.

Sec. 14-2-264. - Amendments.

- (a) The administrative chapter of the Florida Building Code, as adopted and amended herein, shall apply to this Code. The authority of the construction board of adjustment and appeals referred to in section 14-2-41 shall apply equally to the Florida Building Code—Plumbing.
- (b) Back flow preventers shall be installed on all water meters or water services in accordance with the cross connection and back flow prevention program established by the water purveyors of the county, and all new and retrofit plumbing connections shall provide for thermal expansion in the water system.

Sec. 14-2-265. - Plumbing and lawn sprinkler permits.

- (a) No piping, devices or equipment for the transmission, distribution, or utilization of potable water, or for the sanitary disposal of sewage shall be installed within or on any structure nor shall any alteration or addition be made in any such existing piping, devices, or equipment without first securing a plumbing permit from the city, as required by the city plumbing code.
- (b) No wells, connections, valves, piping, distribution heads or other devices or equipment for the utilization of water, from any source, for the irrigation of landscaping, plants, or trees, shall be installed or modified without first securing a plumbing permit from the city.
- (c) Lawn sprinkler system installer certificate holders shall be allowed to obtain permits for the installation, maintenance, repair, alteration and extension of lawn and landscape planting irrigation systems including valves, vacuum breakers, and back

flow preventers or any other equipment for that purpose authorized by the building official. A lawn sprinkler system installer certificate holder may connect a sprinkler system to potable water sources. The scope of work and connections to any water source shall be in accordance with the city plumbing code.

- (d) Application for a plumbing permit shall be made on forms provided, in writing, by the person, or persons authorized to represent a business entity, planning to install the work, and the permit, when approved, shall be issued to such applicant. The person or business entity making application for such permit shall state the size piping to be used for all services, mains, feeders and sub-feeders, the areas to be served by such piping, and shall, when required by the department, file with the inspection services department complete plans and specifications for the installations, showing details as may be necessary to determine whether the installation as described will be in conformity with the requirements of this Code. When a building permit is also required, no plumbing permit shall be issued until after the building permit has been issued.
- (e) No plumbing permit shall be issued for new installations unless the applicant provides proof of sewer tap or septic tank approval.

Sec. 14-2-266. - Contractor requirements.

- (a) All plumbing contractors shall have a business telephone attended during normal business hours.
- (b) No contractor shall allow any work to be done on a job requiring a plumbing permit without a person, in the possession of a certification as either a journeyman or master plumber, on the job in a supervisory capacity. In the case of irrigation system installations, a person in the possession of a specialty plumber (irrigation systems) certification shall be on the job in a supervisory capacity.
- (c) Persons or business entities actively engaged in the installation of water filtration, distillation and purification equipment shall not be required to hold plumber certification; however, such persons or business entities shall be required to obtain permits and inspections for initial installation or removal of such systems or whenever breaking a service line is required. The servicing of water filtration, distillation and purification equipment once having been installed and inspected shall not require permitting or inspection unless breaking a service line is required.

Sec. 14-2-267. - Investigation of complaints.

The building official shall cause to be examined all premises about which a complaint concerning the plumbing, fixture or appliance installation or ventilation is made and shall, upon evidence of the unsafe, unhealthy or unfinished condition thereof, condemn same and notify the owner or agent of the premises to arrange to have the plumbing, ventilation or appliance installation brought into compliance with this Code.

Sec. 14-2-268. - Unlawful connections and installations.

- (a) It shall be unlawful for any person to make a direct connection of any pipeline to any water, sewer or stormwater drainage service built and maintained by the city or the Escambia County Utilities Authority without having first obtained the required tap, permits and inspections therefor.
- (b) It shall be unlawful for any person to fail to place the plumbing or appliance installation on the premises or building in proper and safe condition in accordance with the provisions of this Code within reasonable time fixed by the building official, or to interfere with the plumbing inspector or the building official in the proper and lawful performance of their duties.

ARTICLE XII. - GREEN BUILDING CERTIFICATION

Sec. 14-2-291. - Definitions.

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

City means the City of Pensacola, Florida.

Construction means any project associated with the creation, development, or erection of any building eligible for the program.

FGBC is the acronym for the Florida Green Building Coalition, Inc., a Internal Revenue Code 501(c)3 not-for-profit corporation whose mission is to establish and maintain a Florida system of statewide green building standards and third party certification programs with environmental and economic benefits.

GHDS is the acronym for the Green Home Designation Standard of the Florida Green Building Coalition, Inc.

Green building is a designation given to buildings that have achieved the requirements of the green building rating system defined in this green building program.

Green building authority means the US Green Building Council (USGBC), the Florida Green Building Coalition (FGBC), the National Association of Home Builders (NAHB), Green Globes (operated by the Green Building Initiative), or equivalent certifying authority. Approved equal rating systems will be determined by the city's LEED accredited staff.

Green building program means the program outlined in this article for obtaining incentives for green buildings and developments.

LEED means the Leadership in Energy and Environmental Design Rating System of the USGBC.

NAHB means National Association of Home Builders.

Private means property not owned by the jurisdiction.

Program certification means final designation awarded to a program participant for satisfying all requirements associated with the program for a particular project.

Program participant means any person or entity seeking program certification for a particular project.

Project means any construction associated with the creation, development, or erection of any building eligible for the program.

USGBC is the acronym for the United States Green Building Council, a nonprofit organization whose mission is to transform the way buildings and communities are designed, built and operated, enabling an environmentally and socially responsible, healthy and prosperous environment that improves quality of life.

Sec. 14-2-292. - Purpose.

The city finds that sustainable "green building" practices can significantly lower the energy and water consumption of buildings, operating costs, and the amount of solid waste generated while improving occupant health and productivity which are critical to public welfare. The purpose of this article is to define a certification-based "green building" program with incentives that will promote a more sustainable city in both the public and private sector.

Sec. 14-2-293. - Participation requirements.

- (a) For all non-city sponsored projects, and for all projects upon the Florida constitutional homestead of an existing residence this program shall be voluntary. For any city-owned civic or office construction projects, the city is expected to participate in the program unless the mayor determines that the cost (e.g. time, function, or funding) associated with participating in the program significantly outweighs the benefits of participating; however, the city shall ensure compliance with federal and state regulations. The mayor shall develop parameters for the green building program.
- (b) The construction of any city-owned or -sponsored new buildings, affordable housing units, and major additions, shall meet at least a minimum certification as designated by a green building authority.

- (c) City-sponsored buildings include those projects where the city has donated property or provided monetary contributions. Adherence to the aforementioned "green building" ordinance shall be a condition to such sponsorship; however, this requirement may be waived or modified by the mayor.

Sec. 14-2-294. - Designation of responsibility for administration and implementation.

The program shall be administered by the city which shall be responsible for:

- (1) Funding the program through annual funds budgeted and appropriated by city council;
- (2) Marketing the program to the Pensacola community by any reasonably effective means, including, but not limited to, print advertising, press releases, television advertising, or advertising in monthly mailers;
- (3) Developing any appropriate or necessary application procedures, including, but not limited to, the program application form;
- (4) Providing an incentive award to any program participant who has successfully satisfied the requirements associated with that incentive; and
- (5) Resolving disputes that may arise from implementing the program.

Sec. 14-2-295. - Green building standards.

For city-constructed or sponsored buildings and developments the following certification shall apply based on project type:

- (1) Neighborhood developments that are owned, funded, or sponsored by the city shall satisfy the requirements associated with either:
 - a. The current Green Development Designation Standard of the FGBC;
 - b. The current LEED for Neighborhood Development rating system program;
 - c. The ICC 700 National Green Building Standard; or
 - d. An equivalent program using as a standard equivalent green building certification analysis.
- (2) New residential projects that are owned, funded, or sponsored by the city shall satisfy the requirements associated with either:
 - a. The current Green Home Designation Standard of the FGBC;

- b. The current LEED for Homes®; program;
 - c. The current Hi-Rise Residential Standard of the FGBC for projects above three stories;
 - d. The ICC 700 National Green Building Standard; or
 - e. An equivalent program using as a standard equivalent green building certification analysis.
- (3) Additions and renovations of existing homes that are owned, funded, or sponsored by the city and exceed 50 percent of the just market value as listed on the county property appraisers website or from a certified appraisal shall meet requirements of either:
- a. The current Green Home Designation Standard of the FGBC;
 - b. The current LEED for Homes®; program;
 - c. The current Green Hi-Rise Residential Standard of the FGBC for projects above three stories;
 - d. The ICC 700 National Green Building Standard; or
 - e. An equivalent program using as a standard equivalent green building certification analysis.
- (4) New commercial, industrial, and institutional buildings that are owned, funded, or sponsored by the city shall satisfy all of the requirements associated with either:
- a. The current Green Commercial Building Standard of the FGBC;
 - b. The current LEED for Core and Shell program;
 - c. The current LEED for New Construction or derived USGBC LEED rating system (e.g., LEED for Schools, LEED for Health Care, LEED for Retail); or
 - d. An equivalent program using as a standard equivalent green building certification analysis.
- (5) Additions and remodeling of existing commercial, industrial, and institutional buildings that are owned, funded, or sponsored by the city and exceed 50 percent of the just market value as listed on the county property appraisers website or from a certified appraisal shall satisfy all of the requirements associated with either:

- a. The current Green Commercial Designation Standard of the FGBC;
 - b. The current LEED for Existing Buildings: Operations & Maintenance program;
 - c. The current LEED for Commercial Interiors program;
 - d. An equivalent program using as a standard equivalent green building certification analysis.
- (6) Rating system versions. City buildings or city-sponsored private buildings participating in the green building program shall be bound by the standard designated for the type of building unless the program participant requests to be certified under a more current version of a designated standard and the request is approved by the city's inspections services department.

Sec. 14-2-296. - Voluntary green building incentives.

The city offers assistance in the "green building" certification process, and encourages builders and developers to employ green building strategies that conserve water and energy, reduce the generation of solid waste, and improve occupant health and productivity. To encourage private builders and developers to voluntarily construct buildings as described in section 14-2-295, green building standards, and receive the corresponding certification, the city shall provide incentives on the stipulation that the builder or developer furnish a copy of the project's green building certificate to the city's inspection services department. Incentives include fast track building permitting (five-day maximum for commercial, two days for residential), a 25 percent density bonus, recognition at a city council meeting, inclusion of project details on the city's green building webpage, informative banners placed at the project site, and a 25 percent reduced parking requirement. The city shall offer a rebate to private, voluntary residential projects that covers the initial fee associated with applying for project certification until all allocated annual funding has been distributed. Additionally, for the purpose of publicly recognizing outstanding commitment to green building, the program shall provide an award called the Green Building Award to be awarded annually by the mayor.

Sec. 14-2-297. - Certification.

At the time of preliminary concept review, the developer shall be required to submit a green building checklist to inspections services to serve as a good faith demonstration of the developer's intent to achieve certification and the methods that will be utilized to achieve said certification. The most recent LEED Scorecard, most recent version of the FGBC checklist, the ICC 700 National Green Building Standard Scoring Tool, or equivalent green building certificate checklist shall be submitted depending on the certification the developer is seeking. Each project shall be subject to certification by a qualified third party inspector or city inspector who has been trained and certified as a certifier for the appropriate green building certification for which the builder or developer

is seeking. For the purpose of this section of the program, "third party" means any person or entity authorized according to the requirements of the standard in section 14-2-295, green building standards, for a particular project.

Sec. 14-2-298. - Education and training.

- (a) The city, in conjunction with a green building authority, shall conduct at least one training workshop per year for the purpose of educating potential or current program participants, city staff, elected officials, and the general public about the program.
- (b) The city shall make available a meeting space at a government facility for green building programs offered by organizations that are of a general nature (not product specific).

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

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 10-21

City Council

2/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 10-21 AMENDING SECTION 9-5-72 OF THE CODE OF THE CITY OF PENSACOLA - PROHIBITING ADDITIONAL FUNDING OF THE FIREFIGHTERS' DEFERRED COMPENSATION PLAN

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 10-21 on first reading.

AN ORDINANCE AMENDING SECTION 9-5-72 (c) OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROHIBITING ADDITIONAL FUNDING OF THE FIREFIGHTERS' DEFERRED COMPENSATION PLAN; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Ordinance No. 01-21 was adopted on January 21, 2021, providing for no future contributions into the Firefighters' Social Security Replacement Program Deferred Compensation Plan due to the changes in the Firefighters' Relief and Pension Plan benefits included in the IFFA contract. However, those benefits will not be effective until the Firefighters' Relief and Pension Plan changes are passed and signed by the Governor. Therefore, we need to reinstate the contributions to the Deferred Compensation Plan until the date the Special Act changes are effective.

PRIOR ACTION:

January 21, 2021 - City Council adopted Ordinance No. 01-21 on second reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

2/5/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Amy Lovoy, Finance Director
Ted Kirzharr, Human Resources Director

ATTACHMENTS:

- 1) Proposed Ordinance No. 10-21

PRESENTATION: No

PROPOSED
ORDINANCE NO. 10-21

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 9-5-72 (c) OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROHIBITING ADDITIONAL FUNDING OF THE FIREFIGHTERS' DEFERRED COMPENSATION PLAN; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 9-5-72 of the Code of the City of Pensacola, Florida is hereby amended to read as follows:

Sec. 9-5-72. - Funding.

- (a) The deferred compensation plan shall be funded with contributions of both the city and the employee in the following manner:
 - (1) If the employee elects to participate, he must contribute a mandatory amount equal to one (1.0) percent of his compensation.
 - (2) The city shall contribute a mandatory amount equal one (1.0) percent of compensation for each participating employee.
 - (3) The employee may contribute an additional amount on a voluntary basis up to the maximum amount allowed by law.
 - (4) The city shall contribute an additional amount equal to the amount of the voluntary contribution of each employee up to but not exceeding five and seven-tenths (5.7) percent of compensation.
- (b) The contributions to fund the deferred compensation plan shall be distributed in the following manner:
 - (1) Each employee's contribution, both the one (1.0) percent of compensation mandatory contribution and the up to five and seven-tenths (5.7) percent of compensation additional voluntary contribution, shall be deposited in the plan's deferred compensation account for each employee in accordance with the terms of the deferred compensation plan.

- (2) The first one (1.0) percent of the city's one (1.0) percent of compensation mandatory contribution shall be used to fund first the deferred compensation plan disability and survivor plan, provided for in Division 2 of this chapter, on behalf of all participants; the remaining city contributions after funding the deferred compensation plan disability and survivor plan shall be deposited in the defined contribution plan account of employees in accordance with the terms of the defined contribution plan.
- (3) The city's contribution of up to an additional five and seven-tenths (5.7) percent of compensation to match employee's voluntary contribution of up to an additional five and seven-tenths (5.7) percent of compensation shall be deposited in the defined contribution plan account of employees in accordance with the terms of the defined contribution plan.
- (4) City contributions to an employee's defined contribution plan account shall cease during any calendar year at the time such employee contributions to that account cease.
- (c) ~~Effective December 10, 2020 all additional and future contributions to this fund by the city and the employee shall cease. The termination of future contributions by employees to the Firefighters' Deferred Compensation Plan shall be effective upon adoption by the Florida Legislature of legislation authorizing such termination.~~

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

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

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

Adopted: _____

Approved: _____
 President of City Council

Attest:

 City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 01-21

City Council

2/25/2021

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Sherri F. Myers
City Council Member Jennifer Brahier
Grover C. Robinson, IV, Mayor

SUBJECT:

PROPOSED ORDINANCE NO. 01-21 - PROPOSED AMENDMENT TO THE LAND DEVELOPMENT CODE - SECTION 12-6 TREE/LANDSCAPE REGULATIONS AND CHAPTER 12-13 DEFINITIONS ENUMERATED

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 01-21 on second reading.

AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE, TITLE 12, OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, STREAMLINING REVIEW AND ENFORCEMENT OF TREE/LANDSCAPE REGULATIONS IN CHAPTER 12-6 INTO ONE DEPARTMENT AND PROCESS, UPDATING AFFECTED DEFINITION IN CHAPTER 12-13, ENSURING COMPLIANCE WITH FLORIDA STATUTES, FUNDING OVERSIGHT AND ENFORCEMENT, AND PROTECTING HERITAGE TREES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: Public

SUMMARY:

The City of Pensacola has a long history of prioritizing the protection of trees and recognizes their value as both an environmental and aesthetic amenity. To demonstrate the City's commitment to being a steward of the environment, the City of Pensacola created and codified tree/landscape regulations that provide protection of trees throughout the City of Pensacola. These regulations provide guidance to both community members and developers, the permitting process for which they can have the trees removed, and provide enforcement authority to the City for failure to comply. Since the creation of the regulations, City staff has drafted various modifications to the codified language. Attached is the most recent City-staff proposed amendments to the regulations. These amendments were drafted in an effort to provide process efficiencies, designate sources as responsible for the oversight of this regulation, provide clarity on tree fund usage, provide notice to the public and Council when tree removals are requested within their district, and provide further protections for heritage trees. This item was presented to the City Planning Board on October 13,

2020, and was approved. However, subsequent comments were provided by Council members, and additional changes were made by staff based upon the comments.

PRIOR ACTION:

January 12, 2021 - Planning Board approved these proposed amendments with the recommendation to evaluate the qualifications of the City's designated arborist and other professionals and to include the memorandum expressing additional changes to further protect trees.

February 11, 2021 - The City Council conducted a public hearing and voted to approve Proposed Ordinance No. 01-21 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

1/27/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Kerrith Fiddler, Deputy City Administrator
L. Derrik Owens, Director of Public Works and Facilities/City Engineer
Mark Jackson, City Sustainability Coordinator

ATTACHMENTS:

- 1) Proposed Ordinance No. 01-21
- 2) Planning Board Minutes, Draft from January 12, 2021

PRESENTATION: No

PROPOSED
ORDINANCE NO. 01-21

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE, TITLE 12, OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, STREAMLINING REVIEW AND ENFORCEMENT OF TREE/LANDSCAPE REGULATIONS IN CHAPTER 12-6 INTO ONE DEPARTMENT AND PROCESS, UPDATING AFFECTED DEFINITION IN CHAPTER 12-13, ENSURING COMPLIANCE WITH FLORIDA STATUTES, FUNDING OVERSIGHT AND ENFORCEMENT, AND PROTECTING HERITAGE TREES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 12-6-2 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-6-2. - Applicability.

(a) Zoning districts. The provisions of this chapter shall be applicable within the following zoning districts:

(1) *Residential districts.*

- a. R-1AAAAA through R-1A districts.
- b. R-ZL (zero lot line dwelling district).
- c. R-2A and R-2B (multiple-family).

(2) *Mixed residential districts.*

- a. R-2 (residential/office)
- b. R-NC (residential/neighborhood commercial)

(3) *Commercial districts.*

- a. C-1 (local commercial) .
- b. C-2 (general commercial).
- c. R-C (residential commercial).

- d. C-3 (general commercial and limited industry).
- (4) *Industrial districts.*
- a. M-1 (wholesale/light industry).
 - b. M-2 (light industry).
- (5) *Other districts.* The provisions of this chapter shall also be used as guidelines in reviewing site plans in site specific zoning and development (SSD) amendment applications, airport transition zone (ATZ-1 and ATZ-2) districts and in applications for special planned developments.
- (b) Public institutional uses and churches. The provisions of this chapter shall be applicable to public institutional uses and churches. Public institutional uses and churches located in R-1AAAAA through R-1A zones shall not be exempt from the provisions of this chapter. In addition, these uses shall conform with the requirements of subsection 12-6-3(1) and all other sections of this title applicable to the R-ZL, R-2A, R-2B and R-2 zones.
- (c) Exemptions. All single-family and duplex uses are exempt from the provisions of this chapter, except as provided for in section 12-3-56 (buffer yards), subsection (d) (heritage trees) ~~and~~, section 12-6-6(4) (new subdivisions) and section 12-6-7(5) (heritage tree removal mitigation). The C-2A downtown retail commercial district is exempt from the provisions of this chapter, except as provided for in subsections 12-6-6(1), (5), (6), and (7). All healthcare related uses of property owned or controlled by an entity which is licensed as an acute care hospital under F.S. Ch. 395, owned or controlled by a parent company of an entity which is licensed as an acute care hospital under F.S. Ch. 395 are exempt from the provisions of this chapter, except as provided for in section 12-6-3 and section 12-6-6(1), (3), (5), (6), and (7). In conjunction with the development of any such healthcare related use, a payment of five thousand dollars (\$5,000.00) per acre of new developed impervious surface area shall be made to the tree planting trust fund. The designated clear zone areas around the Pensacola Regional Airport and any other area identified by the airport manager and approved by the city council as critical to aircraft operations shall be exempt from this chapter.
- (d) Heritage trees. A protected tree identified by species in Appendix A of this chapter which is four (4) times the minimum Diameter Breast Height (DBH) thirty four (34) inches or greater in diameter as measured at Diameter Breast Height (DBH). Heritage trees are protected in all the zoning districts listed in this section 12-6-2, and for all land uses and are considered natural resources. Removal, cutting or pruning of heritage trees on proposed development sites may be permitted upon approval of a landscape and tree protection plan (section 12-6-4). Removal, cutting or pruning of heritage trees on developed property may be authorized ~~upon issuance of a permit~~ per section 12-6-7. A permit will be required for removal or pruning of a heritage tree in all zoning

districts listed in this section 12-6-2, and for all land uses, including single-family or duplex as set out in section 12-6-7.

- (e) DBH. All tree measurements shall be taken at diameter breast height (DBH), which is the diameter of the tree at four and one-half (4½) feet (54 inches) above ground. If the tree has a bump or branch at four and one-half (4½) feet above ground then DBH shall be measured immediately below the bump or branch. If the tree is growing vertically on a slope, DBH shall be measured from the midpoint of the trunk along the slope. If the tree is leaning, DBH shall be measured from the midpoint of the lean. If the tree forks below or near DBH the tree shall be measured at the narrowest part of the main stem below the fork. If the tree splits into more than one (1) trunk close to ground level, DBH shall be determined by measuring each of the trunks separately and then taking the square root of the sum of all squared stem DBHs.
- (f) City-designated arborist. All references to the City’s designated arborist shall be construed to mean the Mayor’s designee who is charged with administering and enforcing the provisions contained within this chapter, who shall have successfully completed the International Society of Arboriculture (ISA)’s Tree Risk Assessment Qualification (TRAQ), which qualifies a tree professional to use a standardized, systematic process for assessing risks presented by trees.
- (fg) Notwithstanding any other provision of this chapter, the mitigation cost to a residential property owner (single-family and duplex uses) where the property is already developed shall not exceed one thousand dollars (\$1,000.00); provided, however, no mitigation cost shall be charged where statutorily prohibited. Mitigation costs for residential property owners on property being developed shall be assessed in accordance with 12-6-6(2)e.
- (h) Prior to pruning or removal of any tree(s), any permit issued under this chapter must be posted promptly upon receipt, in the manner prescribed in Section 12-6-4(4), in a conspicuous place on the property where the tree(s) is located.

SECTION 2. Section 12-6-3 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-6-3. - Landscaping requirements.

The following landscaping requirements apply to all types of land uses and zoning districts listed in section 12-6-2:

- (1) *Landscape area requirements.* The minimum percentage of the total developable site, which shall be devoted to landscaping, unless otherwise specified in this chapter, shall be as follows:

ZONING DISTRICT		PERCENT
R-ZL, R-2A, R-2B, R-2	25

R-NC, C-1, C-2, R-C	25
C-3, M-1, M-2	20
SSD, ATZ-1, ATZ-2	25

(2) *Off-street parking and vehicle use areas.* Off-street parking regulations apply to all parking facilities of ~~20~~ten (10) spaces or more. Off-street parking facilities and other vehicular use areas shall meet the following requirements:

a. *Perimeter requirements.* A ten-foot wide strip of privately owned land, located along the front and/or side property line(s) adjacent to a street right-of-way shall be landscaped. In no case shall this strip be less than ten (10) feet wide. Width of sidewalks shall not be included within the ten-foot wide perimeter landscape area. This perimeter landscape requirement shall be credited toward the percentage required for the total developable site in subsection (1) of this section, above. Material requirements in perimeter area are as follows:

1. One (1) tree for each thirty-five (35) feet of linear foot frontage along the right-of-way shall be preserved or planted. Trees planted to meet this requirement shall measure a minimum of three (3) inches DBH. The trees shall be container grown if planted during the months of March through October. During the remaining months, balled and burlapped (B&B) material may be used. Appropriate documentation shall be provided to the ~~parks and recreation department~~City's designated arborist. An automatic irrigation system shall be required with a separate zone with bubblers to each tree planted on site. When multiple trunk trees are specified, such as crape myrtle, each stem must be a minimum of one and one-half (1½) inches DBH, with a minimum of three (3) stems. These type trees shall not be cut back prior to planting. Seventy (70) percent of the trees for any site shall be shade trees, unless a lesser percentage is approved by the ~~parks and recreation director~~City's designated arborist. The remaining area within the perimeter strip shall be landscaped with other landscape materials.
2. Trees and other landscaping required in the perimeter strip shall be maintained to assure unobstructed visibility between three (3) feet and nine (9) feet above the average grade of the adjacent street and the driveway intersections through the perimeter strip.
3. If trees are required where overhead utilities exist, and such trees may create a maintenance potential, only species whose expected height at maturity will not create interference may be planted.

b. *Interior planting areas.* Interior planting areas within parking lots shall be determined by subtracting the area set aside in the ten-foot perimeter strip from the total minimum area required to be landscaped in subsection (1) of this section, above. This remaining percentage shall be allocated throughout the parking lot or in areas, which are adjacent to the parking lot other than in

the perimeter strip. Interior planting areas shall be located to most effectively accommodate stormwater runoff and provide shade in large expanses of paving and contribute to orderly circulation of vehicular and pedestrian traffic. Minimum sizes of interior planting areas are as follows:

1. A minimum of one hundred (100) square feet of planting area shall be required for each new species type A tree identified in Appendix "A" and small species identified in Appendix "B."
 2. A minimum of two hundred (200) square feet of planting area shall be required for each new species type B and type C tree identified in Appendix "A" and medium and large species identified in Appendix "B."
 3. A ~~4~~2~~twelve~~-foot by ~~36~~3~~thirty-six~~-foot planting island shall be required on each end of every double row of parking and a ~~4~~2~~twelve~~-foot by ~~18~~1~~eighteen~~-foot island on each end of a single row of parking shall be required. Also, a minimum of one (1) additional island at the midpoint of the parking bays for rows having over ten (10) parking spaces shall be required. The additional island shall be centered in each row. Any adjustment to this requirement must have written approval from the ~~building official~~City's designated arborist.
 4. A minimum planting area of seventy-five (75) percent of the dripline area of the tree shall be required for all existing trees. If conditions warrant that an area greater than seventy-five (75) percent is needed to preserve the tree, the city shall have the right to require up to one hundred (100) percent of the dripline. Approved pavers may be used in certain situations, if approved by the ~~building official~~City's designated arborist. Pervious surfaces are strongly encouraged.
- c. *Vehicle overhang.* Vehicles shall not overhang any interior planting area or perimeter strip. Tire stops are required to be used in these situations.
- d. *Curbs; protection of vegetation.* Where landscaping is installed in interior or perimeter strip planting areas, a continuous curb or other acceptable means of protection shall be provided to prevent injury to the vegetation. Such curb shall be designed to allow percolation of the water to the root system of the landscape material. Where existing trees are preserved, tree wells, tree islands or a continuous curb shall be utilized to protect the trunk and root system from alterations to surrounding grade elevations and damage from automobiles. A drainage system, sufficient enough to allow percolation into permeable soil, shall be provided in the area defined by the dripline of the tree(s).

(3) *Buffer yards between zoning districts and uses.* Regulations applicable to buffer yards are specified in section 12-3-56 of this Code.

SECTION 3. Section 12-6-4 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-6-4. - Landscape and tree protection plan.

A landscape and tree protection plan shall be required as a condition of obtaining any building permit or site work permit for ~~townhouse residential, multi-family residential,~~ commercial and industrial development as specified in section 12-6-3. The plan shall be submitted to the ~~community development department inspection services division~~ Inspection Services Department and reviewed by the City's designated arborist. A fee shall be charged for services rendered in the review of the required plan (see chapter 7-10 of this Code).

No building permit or site work permit shall be issued until a landscape and tree protection plan has been submitted and approved. Clearing and grubbing is only permitted after a site has received development plan approval and appropriate permits have been issued. The City's designated arborist~~building official~~ may authorize minimal clearing to facilitate surveying and similar site preparation work prior to the issuance of permits. No certificate of occupancy shall be issued until the City's designated arborist~~building official~~ has determined after final inspection that required site improvements have been installed according to the approved landscape and tree protection plan. In lieu of the immediate installation of the landscaping material and trees, the city may require a performance bond or other security in an amount equal to the cost of the required improvements in lieu of withholding a certificate of occupancy, and may further require that improvements be satisfactorily installed within a specified length of time.

- (1) *Contents of landscape and tree protection plan.* The landscape and tree protection plan shall be drawn to scale by a landscape architect, architect or civil engineer licensed by the State of Florida, and shall include the following information unless alternative procedures are approved per sections 12-6-8 or 12-6-9:
 - a. Location, size and species of all trees and shrubs to be planted.
 - b. Location of proposed structures, driveways, parking areas, required perimeter and interior landscaped areas, and other improvements to be constructed or installed.
 - c. Location of irrigation system to be provided. All planted areas shall have an underground irrigation system designed to provide one hundred-percent coverage.
 - d. Landscape and tree protection techniques proposed to prevent damage to vegetation, during construction and after construction has been completed.
 - e. Location of all protected trees noting species and DBH.
 - f. Identification of protected trees to be preserved, protected trees to be removed, including dead trees, and trees to be replanted on site.

- g. Proposed grade changes which might adversely affect or endanger protected trees with specifications on how to maintain trees.
 - h. Certification that the landscape architect, architect or civil engineer submitting the landscape and tree protection plan has read and is familiar with chapter 12-6 of the Code of the City of Pensacola, Florida, pertaining to tree and landscape regulation.
- (2) *Installation period.* All landscape materials and trees depicted on the approved landscape plan shall be installed ~~within one (1) year of the date of issuance of the building permit for the site~~prior to the issuance of the certificate of occupancy.
 - (3) *Quality.* All plant materials used shall conform to the standards for Florida No. 1 or better as given in "Grades and Standards for Nursery Plants", current edition, State of Florida, Department of Agriculture and Consumer Services, Division of Plant Industry, Tallahassee, Florida, a copy of which shall be maintained for public inspection in the department of leisure services.
 - (4) *Notice.* If removal is sought for ~~two~~one (1) or more heritage trees or for more than ~~ten (10)~~ protected trees (including heritage trees sought to be removed) and/or if removal of more than ~~fifty (50)~~ of existing protected trees is sought within any property in any zoning district identified in section 12-6-2, a sign shall be posted no further back than ~~four (4)~~ feet from the property line nearest each respective roadway adjacent to the property. One (1) sign shall be posted for every ~~one hundred (100)~~ feet of roadway frontage. Each sign shall contain two ~~(2)~~ horizontal lines of legible and easily discernable type. The top line shall state: "Tree Removal Permit Applied For." The bottom line shall state: "For Further Information Contact the City of Pensacola at 311" (or other number as designated by the Mayor). The top line shall be in legible type no smaller than six ~~(6)~~ inches in height. The bottom line shall be in legible type no smaller than three ~~(3)~~ inches in height. There shall be a margin of at least three ~~(3)~~ inches between all lettering and the edge of the sign. The signs shall be posted ~~at~~ by the applicant at their expense, and shall remain continuously posted ~~for two (2) weeks prior to~~ until the requisite building, site work, or tree removal permit ~~is~~has issued. The City's designated arborist will notify the councilperson representing the district in which the permit has been requested upon receipt of the request.

Exception: This provision does not include any tree located on a currently occupied, residential property so long as the City's designated arborist has determined the tree meets the qualifications as a diseased or weakened tree as specified in Section 12-6-6(2)b.5., or, in the alternative, documentation of danger to person or property has been submitted to the City's designated arborist in advance of removal. For purposes of this provision, "documentation" means a completed two-page Tree Risk Assessment Form, which should be completed according to the standards found within Best Management Practices: Tree Risk Assessment, Second Edition, by E. Thomas Smiley, Nelda Matheny, and Sharon

Lilly, and distributed by the International Society of Arboriculture Society; further, consistent with ISA standards and tree risk assessment, a tree or tree part is a “danger” when two conditions exist: 1) the failure of the tree part or of the tree is imminent or impact is likely, and 2) the consequences of that failure are high or extreme.

SECTION 4. Section 12-6-5 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-6-5. - Maintenance.

- (a) The legal owner of record as appears on the current tax assessment roll or the designated lessee or agent shall be responsible for the maintenance of all landscape areas which shall be maintained so as to present a healthy, neat and orderly appearance at all times and shall be kept free from refuse and debris. Within three (3) months of a determination by the ~~building official or other city-designated official~~City’s designated arborist, that a protected tree required to be retained on a development site (as part of an approved site development plan) or required landscaping is dead or severely damaged or diseased, the protected tree or landscaping shall be replaced by the owner in accordance with the standards specified in this chapter (chapter 12-6). The ~~building official~~City’s designated arborist may approve additional time appropriate to the growing season of the species in question, not to exceed one (1) year.
- (b) All portions of any irrigation system shall be continuously maintained in a condition such that the intent of an irrigation design is fulfilled. Uncontrolled emission of water from any pipe valve, head, emitter, or other irrigation device shall be considered evidence of non-maintenance.

SECTION 5. Section 12-6-6 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-6-6. - Protected trees.

Protected trees are those trees identified by species and size in Appendix “A” of this chapter if living and viable. Where protected trees are identified on a site proposed for lot clearing within the applicable zoning districts identified in section 12-6-2, the number of protected trees to be preserved on the site shall be determined based upon the final approved location of proposed structures, driveways, parking areas, and other improvements to be constructed or installed.

(1) *Preservation Incentives.*

- a. *Parking space reduction.* A reduction of required parking spaces may be allowed when the reduction would result in the preservation of a protected tree with a trunk of twelve (12) inches DBH or greater. Such reduction shall be required when the reduction would preserve a heritage tree. The following reduction schedule shall apply:

REDUCTION SCHEDULE

Number of Required Parking Spaces	Reduction of Required Parking Spaces Allowable
1—4	0
5—9	1
10—19	2
20 or above	10 percent of total number of spaces (total reduction regardless of number of trees preserved).

- b. *Consideration of park and open space requirement.* A reduction or waiver of the required park and open space (or payment in lieu of land dedication) for new residential subdivisions specified in section 12-7-6 may be approved by the mayor or their designee when it is determined that said waiver will result in the preservation of five (5) or more protected trees with a trunk of twelve (12) inches DBH or greater.
- c. *Sidewalks.* Modifications to sidewalks, their required location, and width and curb requirements, may be allowed as necessary to facilitate the preservation of any protected tree.
- d. *Credit for additional landscaping.* The ~~mayor~~City's designated arborist may authorize up to one-half (1/2) of the total calculated mitigation cost (as determined according to subsections (2)d and e of this section) to be used by the applicant for additional landscaping, which is defined as landscaping that is not required by this chapter or any other law. Additional landscaping shall meet the following minimum standards:
1. A minimum of seventy-five (75) percent of all required plant material shall consist of evergreen species.
 2. All landscape material shall be placed so as to maximize its screening and/or coverage potential at maturity.
 3. All shrub material shall be a minimum height of thirty (30) inches and have a minimum crown width of twenty-four (24) inches when planted and shall be a species capable of achieving a minimum height of eight (8) feet at maturity.
- (2) *Retention, relocation, removal, replacement, and mitigation of protected trees.*
- a. *Retention of protected trees.* Every effort must be made to protect and retain existing protected trees on proposed development sites. A minimum of ten (10) percent of the total combined trunk diameter of protected trees on a

proposed development site not located within jurisdictional wetlands shall be retained in place or relocated on site.

1. Credit for retention of protected trees above minimum requirements. For each inch of trunk diameter above the minimum ten (10) percent requirement that is protected in place or relocated on site, an equivalent trunk diameter inch credit shall be given against replacement and mitigation requirements as provided in subsections (2)d and e of this section.
 2. *Barrier zones.* All protected trees not designated for removal shall be protected by barrier zones erected prior to construction of any structures, road, utility service or other improvements. Barriers shall be placed at the outside of the dripline for all heritage trees and at a minimum two-thirds (2/3) of the area of the dripline for all other protected trees. Barricades must be at least three (3) feet tall and must be constructed of either wooden corner posts at least two inches by four (2 x 4) inches with at least two (2) courses of wooden side slats at least one inch by four (1 x 4) inches with colored flagging or colored mesh attached, or constructed of one-inch angle iron corner posts with brightly colored mesh construction fencing attached.
- b. *Removal of protected trees.* Subject to the requirements of (2)a of this section, protected trees may be approved for removal if one (1) or more of the following conditions are present:
1. *Visibility hazard.* Necessity to remove trees which will pose a safety hazard to pedestrians or vehicular traffic upon completion of the development.
 2. *Safety hazard.* Necessity to remove trees which will threaten to cause disruption of public services or which will pose a safety hazard to persons or buildings or adjacent property or structures.
 3. *Construction of improvements.* Necessity to remove trees in order to construct proposed improvements as a result of the location of driveways, if the location of a driveway or ingress/egress is specified and required by DOT or other regulations, buildings, utilities, stormwater/drainage facilities, or other permanent improvements. The architect, civil engineer, or ~~planner~~ landscape architect shall make every reasonable effort to locate such improvements so as to preserve any existing tree.
 4. *Site conditions.* Necessity to remove trees as a result of characteristics of the site such as site dimensions, topographic conditions and grading requirements necessary to implement standard engineering and architectural practices. Grading shall be as limited as possible. In order

to justify the removal of protected trees on the ground of site conditions, the request must be reviewed by the appropriate city staff and must be approved by the mayor or his or her designee. Appeals from the decision of the City's designated arborist ~~mayor or his or her designee~~ shall be to the Zoning Board of Adjustment.

5. *Diseased or weakened trees.* Necessity to remove diseased trees or trees weakened by age, storm, fire or other injury;
 6. *Compliance with other ordinances or codes.* Necessity for compliance with other city codes such as building, zoning, subdivision regulations, health provisions, and other environmental ordinances.
- c. *Relocation of protected trees.* Where feasible, when conditions necessitate removal of protected trees, said trees shall be relocated on the site in the required perimeter or interior landscaped areas. Should the relocated tree expire within a specified period of time, the appropriate mitigation (planting of replacement trees or payment to the tree planting trust fund) shall be required. For each protected tree that cannot feasibly be relocated (or all of them), a written statement from a qualified professional shall be provided stating for each tree (or all of them) that relocation is not feasible and briefly explaining why relocation is not feasible, subject to the review of the City's designated arborist.
- d. *Replacement of protected trees.* When a protected tree is approved for removal, it shall be replaced with a like species of the tree removed. The City's designated arborist may allow a deviation to this within the same species type category in the protected tree list in Appendix "A" of this Chapter in order to promote ecological diversity on the site. The prescribed number of trees shall be planted for each tree removed. The minimum diameter of a replacement tree shall be three (3) inches DBH. The replacement formula is:
1. A trunk diameter of four (4) inches to eleven (11) inches = Two (2) three-inch DBH trees planted for each one removed.
 2. A trunk diameter of twelve (12) inches to nineteen (19) inches = Three (3) three-inch DBH trees planted for each one removed.
 3. A trunk diameter of twenty (20) inches to twenty-nine (29) inches = Five (5) three-inch DBH trees planted for each one removed.
 4. A trunk diameter of thirty (30) inches to thirty-five (35) inches = Eight (8) three-inch DBH trees planted for each one removed.
 5. A trunk diameter of thirty-six (36) inches to forty-three (43) inches = Ten (10) three-inch DBH trees planted for each one removed.

6. A trunk diameter of forty-four (44) inches or greater = Eleven (11) three-inch DBH trees planted for each one removed.
- e. *Mitigation of protected trees.* Any replacement trees that cannot be planted on site because of lack of space, once agreed to by the city, shall be valued at four hundred dollars (\$400.00) each and the owner shall pay that total to the tree planting trust fund. Trees identified as dead and verified as such in writing by the City's designated arborist shall not be required to be replaced or mitigated.
- (3) *New planting of protected trees.* On sites proposed for development or redevelopment where no existing protected trees are identified, the owner or his agent shall be required to plant one (1) new tree species identified in the protected tree list (Appendix "A") or the tree replant list (Appendix "B"), a minimum of three (3) inches DBH, for each one thousand (1,000) square feet of impervious surface area. New trees or replacement trees shall be planted during the year as indicated in subsection 12-6-3(2)a.1. of this chapter.
- (4) *New residential subdivisions.* In new residential subdivisions the ~~private~~ property owner of each lot shall plant one (1) tree in the front yard within ten (10) feet of the right-of-way, provided there is no existing tree in the front yard. The tree shall be planted prior to a certificate of occupancy being issued for the dwelling. If the existing tree is not within ten (10) feet of the right-of-way, then one (1) additional tree shall be required (sized as noted in subsection (4)a of this section). The tree shall be a species from Appendix "A" or "B," and where feasible, shade trees are encouraged.
- a. Where a protected or replant tree species is required to be replanted, such tree shall be a minimum of three (3) inches DBH.
- b. The location of an existing protected tree on the lot or the proposed location of a new protected or replant species, where required in this subsection, shall be identified on the plot plan submitted as part of the information submitted for a building permit.
- (5) *Road right-of-way tree protection.* No person or agency shall cut, prune, remove, or in any way damage any protected tree in any street right-of-way or create any condition injurious to any such tree without first obtaining a permit to do so from the ~~parcs and recreation department~~City's designated arborist as specified in section 12-6-7.
- a. The ~~parcs and recreation department~~City's designated arborist may issue an annual permit to public utility companies exempting them from the provisions of this subsection concerning tree preservation. In the event of flagrant or repeated disregard for the intent and purpose of this chapter, the department may revoke said permit. The reasons for revoking such a permit shall be provided in writing to the offender.

- b. Prior to entering a targeted area for pruning by the utility, the utility representative shall submit for approval to the city a clearly marked plan of the area, showing location of trees and noting what is being requested by the utility company. The ~~parcs and recreation department~~City's designated arborist shall approve the plan and an additional permit fee of seventy-five dollars (\$75.00) shall be paid to the City of Pensacola for the specific area noted on the plan submitted (see chapter 7-10 of this Code).
 - c. All public utilities, governmental agencies and their subcontractors shall comply with the American National Standards Institute, ANSI A300-1995, Tree, Shrub and Other Woody Plant Maintenance—Standard Practices, when pruning trees on public or private property. Notice shall be provided to landowners at least one (1) week in advance of pruning and/or removing landowners' trees on private property. Emergency removal requiring immediate action to protect the health and safety of the public is not subject to this chapter. In no case shall the utility company be permitted to prune more than thirty (30) percent of the existing tree canopy.
- (6) *Tree protection.* Removing, pruning, or cutting tree growth away from a permanent nonaccessory sign (billboard) on public or private property shall be permitted only if a permit is obtained from the ~~parcs and recreation department~~City's designated arborist. All agencies and their subcontractors shall comply with the American National Standards Institute, ANSI A300-1995, Tree, Shrub and Other Woody Plant Maintenance—Standard Practices, when pruning trees.
- (7) *Canopy road tree protection zone.* All lands within ten (10) feet of the outer boundary of the right-of-way of the below described roads are hereby declared to be canopy tree protection zones:
- a. Blount Street from "A" Street to Bayview Park.
 - b. Lakeview Avenue from 9th Avenue to 20th Avenue.
 - c. Garden Street from Alcaniz Street to Jefferson Street and from "J" Street to "N" Street.
 - d. 17th Avenue from Gregory Street to Texar Drive.
 - e. 12th Avenue from Barcia Drive to Fairfield Drive.
 - f. Baylen Street from LaRua Street to Jordan Street.
 - g. Spring Street from LaRua Street to Jordan Street.
 - h. Bayou Boulevard from Lee Street to Strong Street.

- i. Cervantes Street/Scenic Highway from the eastern side of Bayou Texar to the city limits.

No person or agency shall cut, remove, prune or in any way damage any protected tree in any canopy road tree protection zone or create any condition injurious to any such tree without first obtaining a permit to do so from the ~~parcs and recreation department~~City's designated arborist as specified in section 12-6-7. The exemption for utility companies noted in subsection (5), above shall also apply to the canopy road tree protection zone.

- (8) *Heritage trees.* No person or agency shall cut, remove, prune or in any way damage any heritage tree in any zoning district without first obtaining approval of a landscape and tree protection plan per section 12-6-4 for new development sites or a permit from the ~~parcs and recreation department~~City's designated arborist as specified in section 12-6-7 for developed property; provided, however, that currently occupied residential property may qualify for removal or pruning of a heritage tree without incurring the cost of a permit so long as documentation of danger to person or property has been submitted to the City's designated arborist in advance of removal. For purposes of this provision, "documentation" means a completed two-page Tree Risk Assessment Form, which should be completed according to the standards found within Best Management Practices: Tree Risk Assessment, Second Edition, by E. Thomas Smiley, Nelda Matheny, and Sharon Lilly, and distributed by the International Society of Arboriculture Society; further, consistent with ISA standards and tree risk assessment, a tree or tree part is a "danger" when two conditions exist: 1) the failure of the tree part or of the tree is imminent or impact is likely, and 2) the consequences of that failure are high or extreme. In the case of lot splits for single family and duplex uses, trees shall be evaluated to determine whether the lot split will have a negative effect on any heritage tree. A tree survey shall be provided to the Planning Services department along with the lot split application, and the size of proposed lots shall be evaluated for the purpose of ensuring that a lot split will not require the removal of any heritage tree as a result of that lot split.~~The provisions of this subsection related to pruning do not apply to existing single family and duplex uses.~~

SECTION 6. Section 12-6-7 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-6-7. - Tree removal and pruning permit in right-of-way and canopy road tree protection zones and heritage trees on developed property.

No person shall cut, remove, prune, or in any way damage any heritage tree on developed property or protected tree within the road right-of-way and canopy road tree protection zones identified in subsections 12-6-6(5) and (7), without first obtaining a tree removal and pruning permit from the ~~parcs and recreation department~~City's designated arborist as provided below. An inspection fee of seventy-five dollars (\$75.00) shall be charged for services rendered by the ~~parcs and recreation department~~City's designated

arborist in the required review and on-site inspection for tree removal or pruning permits (see chapter 7-10 of this Code).

- (1) *Canopy road tree protection zone and road right-of-way tree protection zone.* Prior to cutting, removing, pruning or in any way damaging a protected tree in the canopy road tree protection zone and road right-of-way tree protection zone, an owner, developer or his agent must submit a copy of an accurately scaled drawing including the following information:
 - a. Location of the subject protected tree, noting species, size and general condition.
 - b. ~~The parks and recreation department~~City's designated arborist may issue an annual permit to public utilities exempting them from this requirement as specified in subsection 12-6-6(5).
- (2) *On-site inspection.* Prior to the issuance of a tree removal and pruning permit, the ~~parks and recreation department~~City's designated arborist shall conduct an on-site inspection and shall issue a written report setting forth a recommendation for granting or denying the permit including any explanation necessary to clarify the basis for the recommendation.
- (3) *Conditions of approval.* The ~~parks and recreation department~~City's designated arborist may approve the permit if one (1) or more of the conditions set forth in subsections 12-6-6(2)b.1 through 6 is present.
- (4) *Review.* In the event an application is denied, the ~~parks and recreation department~~City's designated arborist shall specify to the applicant in writing the reason for said action.
- (5) *Heritage tree removal mitigation.* In the event that a heritage tree is approved for removal, tree replacement shall be provided per subsection 12-6-6(2)d.6 or a fee shall be paid into the tree planting trust fund per subsection 12-6-6(2)e.
- (6) *Pruning permitted on residential properties.* ~~Notwithstanding any contrary provision, pruning of heritage trees on properties with existing single-family and duplex land uses shall not require compliance with this section. However,~~Permits are not required for pruning of trees on developed, currently occupied, residential property, except for pruning of heritage trees; provided, permit fees are waived where the limb(s) is diseased, weakened, or a danger or hazard to person or property. A permit shall be obtained from the City as described in section 12-6-7 and pruning shall be performed by, or done under the supervision of, a certified independent arborist. In no instance shall more than one-third (1/3) of the existing, healthy tree crown may be removed from a heritage tree. If trimming of any heritage tree on a residential property results in substantial and irreparable harm or death to the heritage tree, such trimming shall be ~~deemed an unauthorized and unpermitted removal of such heritage tree and shall be subject~~

to penalties as such mitigation in the form of tree replacement as provided per subsection 12-6-6(2)d.6., or a fee shall be paid into the tree planting trust fund per subsection 12-6-6(2)e. A residential property owner is excused from obtaining a permit by submitting to the City's designated arborist a completed two-page Tree Risk Assessment Form, prepared by an ISA certified arborist according to the standards found within Best Management Practices: Tree Risk Assessment, Second Edition, by E. Thomas Smiley, Nelda Matheny, and Sharon Lilly, and distributed by the International Society of Arboriculture Society, so long as, consistent with ISA standards and tree risk assessment, the heritage tree or tree part presents a danger because the following two conditions exist: 1) the failure of the tree part or of the tree is imminent or impact is likely, and 2) the consequences of that failure are high or extreme. Upon approval of the tree risk assessment by the City's designated arborist, no mitigation shall be required.

SECTION 7. Section 12-6-8 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-6-8. - Best management practices.

- (a) ~~The mayor or his or her designee~~ City's designated arborist may determine that the required irrigation percentage for a site may be reduced, and may also reduce the required mitigation payment into the Tree Planting Trust Fund when it has been demonstrated and set forth in writing that Best Management Practices have been employed in the proposed plans for development of a site. Areas in which the utilization of Best Management Practices would be applicable include, but are not limited to: Enviroscaping; Xeriscaping; Landscape Irrigation; and LEED/Green Building Techniques such as, but not limited to, green roofs, rain garden landscape design, shading constructed surfaces on the site with landscape features, and minimizing the overall building footprint and parking area; which are designed to reduce heat islands (thermal gradient differences between developed and undeveloped areas) to minimize impact on the environment.
- (b) Best Management Practices for a site include a demonstrating to the ~~mayor or his or her designee~~ City's designated arborist, that the property owner has met the minimum requirements of this section in addition to the proposed best management practices to be utilize.
- (c) "Waterwise Florida Landscapes" is the required reference guide for Xeriscaping and irrigation techniques.

SECTION 8. Section 12-6-9 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-6-9. - Modifications.

Under certain circumstances, the application of the standards of this chapter may be either inappropriate or ineffective in achieving the purpose of this chapter. When planting

is required by this chapter or by other provisions herein, and the site design, topography, unique relationships to other properties, natural vegetation or other special considerations exist relative to the proposed development; the developer may submit a specific alternate plan for the planting. This plan must demonstrate how the purposes and standards of this chapter will be met by measures other than those in sections 12-6-3 and 12-6-6. The ~~building official~~City's designated arborist shall review the alternate proposal and advise the applicant of the disposition of the request within fifteen (15) working days of submission by the applicant. Any appeals by the applicant shall be in accordance with section 12-6-11 of this chapter.

SECTION 9. Section 12-6-10 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-6-10. - Enforcement.

(a) *Stop work order.* Whenever the ~~building official~~City's designated arborist determines that a violation of this chapter has occurred, the following actions shall be initiated:

(1) *Written notice.* Immediately issue written notice by personal delivery or certified mail to the person violating this chapter of the nature and location of the violation, specifying what remedial steps are necessary to bring the project into compliance. Such person shall immediately, conditions permitting, commence the recommended remedial action and shall have ten (10) working days after receipt of said notice, or such longer time as may be allowed by the ~~building official~~City's designated arborist, to complete the remedial action set forth in said notice.

(2) *Remedial work and stop work orders.* If a subsequent violation occurs during the ten (10) working days referred to in subsection (a)(1) above, or if remedial work specified in the notice of violation is not completed within the time allowed, or if clearing and development of land is occurring without a permit, then the ~~building official~~City's designated arborist shall issue a stop work order immediately. Said stop work order shall contain the grounds for its issuance, and shall set forth the nature of the violation. The stop work order shall be directed not only to the person owning the land upon which the clearing and development is occurring, but also a separate stop work order shall be directed to the person or firm actually performing the physical labors of the development activity or the person responsible for the development activity, directing him forthwith to cease and desist all or any portion of the work upon all or any geographical portion of the project, except such remedial work as is deemed necessary to bring the project into compliance. If such person fails to complete the recommended remedial action within the time allowed, or fails to take the recommended action after the issuance of such stop work order, then the ~~building official~~City's designated arborist may issue a stop work order on all or any portion of the entire project.

- (3) *Notice of compliance.* Upon completion of remedial steps required by notice the ~~building official~~ City's designated arborist shall issue a notice of compliance and cancellation of said notice or stop work order.
- (b) *Penalty.* The fine for violating this chapter shall be based on the size of limb(s) or the tree(s) removed without a permit. The measurement to establish said fine shall be based on the remaining tree material left intact on the site. If a tree is removed, the trunk caliper shall be measured at DBH and at the point of removal for a limb or each limb. If, in the opinion of the ~~parks and recreation department~~ City's designated arborist, the tree has been substantially damaged so that its normal growth character will never return, i.e., a tree is topped and will never recover the original character, then the fine may be based upon the caliper of the tree trunk or each limb removed, whichever is the greater. Each day a violation of a stop work order continues shall constitute a separate offense (see subsection 7-10-6(b), penalty fees, of this Code). Each protected tree removed without a permit or in violation of a permit shall constitute a separate offence. Any person may seek an injunction against any violation of this chapter, and recover such damages as he may suffer. In addition to the fines and prohibitions contained herein, the provisions of section 1-1-8 of the Code shall apply ~~applicable~~ to willful violations of this chapter.
- (c) *Tree planting trust fund.*
- (1) A tree planting trust fund has been established and funded by the fines pursuant to subsection (b) and mitigation fees paid pursuant to section 12-6-6. Expenditures from the tree planting trust fund are hereby authorized and may be made by the mayor and shall be utilized for acquiring, planting, and maintaining trees and, in cases where necessary, other vegetation for public purposes within the City for projects up to twenty-five thousand dollars (\$25,000) to replant trees, or to plant new trees and other appropriate landscape vegetation, purchase irrigation supplies and purchase equipment dedicated to the planting and maintaining of the city's trees. The first priority for expenditure of funds deposited in the tree planting trust fund is for restoration of the tree canopy in the area where trees generating the funds were removed. Any expenditure in excess of twenty-five thousand dollars (\$25,000) must be approved by the city council following review by the environmental advisory board.
- (2) A grant program is hereby established for community organizations such as neighborhood associations, civic organizations, and garden clubs, according to the following criteria:
- a. Each grant is limited to ~~seventy-five (75)~~ fifty (50) percent of the cost of the proposed project up to ~~seven~~ five thousand five hundred dollars (\$7,55,500.00);

- b. ~~The required twenty-five (25) percent grant match may be waived for projects deemed as a high priority canopy restoration project by the city council;~~
- eb. The tree planting trust fund must have sufficient funds for the project requested;
- dc. Grant requests must be submitted to the environmental advisory board for review prior to consideration by the City's designated arborist and city council;
- ed. The city council must approve each grant request; and
- fe. The funds must be utilized for providing trees or other appropriate vegetation along with associated irrigation that will help restore the tree canopy as deemed appropriate by proper planting location requirements and may enhance the natural beauty of the community, serve to deter graffiti or the defacement of public or private property, and may create sound buffers where desirable.

SECTION 10. Section 12-6-11 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-6-11. - Appeal.

Any person directly and adversely affected by any decision ~~made of the parks and recreation department, the building official, or the mayor or his or her designee~~ in the interpretation or enforcement of the provisions of this chapter may appeal such decision to the zoning board of adjustment. Such appeal shall be submitted in writing to the planning administrator within thirty (30) days of the rendering of the subject order, requirement, decision or determination.

SECTION 11. Appendix A of Chapter 12 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

APPENDIX A
PROTECTED TREE LIST

Species Type A (Small, 4" + diameter trunk)	
1.	Dogwood (<i>Cornus florida</i>)
2.	Redbud (<i>Cercis canadensis</i>)
3.	Crape Myrtle (<i>Lagerstroemia indica</i>)
4.	Fringe Tree (<i>Chionanthus virginicus</i>)

5.	Flatwoods Plum (<i>Prunus umbellata</i>)
6.	Crabapple (<i>Malus angustifolia</i>)
7.	Sand Oak (<i>Quercus geminata</i>)
Species Type B (Medium, 6" + diameter trunk)	
1.	American Holly (<i>Ilex opaca</i>)
2.	Dahoon Holly (<i>Ilex cassine</i>)
3.	Southern Magnolia (<i>Magnolia grandiflora</i>) **
4.	Eastern Red Cedar (<i>Juniperus virginiana</i>) **
5.	Southern Red Cedar (<i>Juniperus silicicola</i>) **
6.	White Cedar (<i>Chamaecyparis thyoides</i>)
7.	River Birch (<i>Betula nigra</i>)
8.	Long Leaf Pine (<i>Pinus palustris</i>)
Species Type C (Large, 8" + diameter trunk)	
1.	Live Oak (<i>Quercus virginiana</i>)**
2.	Laurel Oak (<i>Quercus laurifolia</i>)**
3.	Sweet Gum (<i>Liquidambar styraciflua</i>)**
4.	Sycamore (<i>Platanus occidentalis</i>)**
5.	Pecan (<i>Carya illinoensis</i>)**
6.	Red Maple (<i>Acer rubrum</i>)**
7.	Hickory (<i>Carya spp.</i>)**
8.	White Oak (<i>Quercus alba</i>)**
9.	Southern Red Oak (<i>Quercus falcata</i>)
10.	Florida Sugar Maple (<i>Acer barbatum</i>)
11.	Black Tupelo (<i>Nyssa sylvatica</i>)
12.	Silver Maple (<i>Acer saccharinum</i>)

* When measuring a tree to determine if it meets the trunk diameter criteria, it shall be measured at diameter breast height (DBH), which is the diameter of the tree at four and one-half (4½) feet (fifty-four (54) inches) above ground. The scientific name controls for compliance purposes. Common names are furnished for reference purposes only.

** Shade trees.

SECTION 12. Section 12-13-1 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-13-1. Definitions enumerated:

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

Lot, nonconforming means any lot that does not meet the requirements for minimum lot area, lot width, preservation of Heritage trees not subject to removal under this Code, or yard requirements for any use, for the district in which such lot is located.

SECTION 13. 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 14. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 15. 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



MINUTES OF THE PLANNING BOARD

January 12, 2021

MEMBERS PRESENT: Chairperson Paul Ritz, Vice Chairperson Larson, Board Member Grundhoefer, Board Member Powell

MEMBERS VIRTUAL: Board Member Murphy

MEMBERS ABSENT: Board Member Sampson, Board Member Wiggins

STAFF PRESENT: Assistant Planning Director Cannon, Historic Preservation Planner Harding, Assistant City Attorney Lindsay, Senior Planner Statler, City Administrator Keith Wilkins, Sustainability Coordinator Jackson, Network Engineer Johnston

STAFF VIRTUAL: Planning Director Morris, Inspections Services Director Bilby, Engineering Project Manager Hinote

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from November 10, 2020.
- **New Business:**
 - Proposed Amendment to the Land Development Code – Section 12-6 Tree/Landscape Regulations**
- Open Forum
- Discussion
- Adjournment

Call to Order / Quorum Present

Chairperson Ritz explained the Board was waiting for the fourth board member to arrive in order to have a quorum, otherwise, the Board would proceed with a discussion on the item. Chairperson Ritz called the meeting to order at 2:16 pm with a quorum present and explained the procedures of the partially virtual Board meeting.

Approval of Meeting Minutes

1. **Board Member Larson made a motion to approve the November 10, 2020 minutes, seconded by Board Member Grundhoefer, and it carried unanimously.**

222 West Main Street Pensacola, Florida 32502

www.cityofpensacola.com

New Business

2. Proposed Amendment to the Land Development Code-Section 12-6 Tree/Landscape Regulations

Chairperson Ritz introduced the item and the edit list which gave a summary of the sections edited. Assistant Planning Director Cannon presented the amendment provided by the Engineering Department for Section 12-6 which had been amended to streamline the review and enforcement process into one department, implementing a process that complies with Florida statutes, adding further protection of heritage trees and clarifying tree fund usage.

Chairperson Ritz emphasized this was a staff authored amendment. There had been discussions and workshops in the past, and Council had not heard, voted, or acted upon any landscape edit at this point. Today gave an opportunity to review and make edits. Board Member Powell asked about the city-designated arborist referring to the Mayor and when and who determined that. Chairperson Ritz advised that the Mayor being at the top of the organization can designate that person or delegate to staff. Board Member Powell was concerned that this would become political and asked if there was a process to take that out. Sustainability Coordinator Jackson explained the arborist had to meet a certain qualification. Assistant City Attorney Lindsay indicated typically the language would state the Mayor's designee; the legislature in passing a statute which pertains to tree removal on private property referenced the ISA Arborist as a person qualified to determine whether a tree should be removed; the City wanted to make sure whoever was assessing trees had at least that qualification. The ISA Arborist has a specialized process or training on whether a tree is dangerous enough to be removed or whether it could be pruned and what kind of risk is posed by the issue the tree presents (TRAQ Certification). Those persons are bound by a code of ethics which applies to their professional status. Since the City does not currently have this person on staff, he or she would be a consultant. Board Member Powell was satisfied with this explanation.

In Section 12-6-2(D), added a permit for pruning of heritage trees. Chairperson Ritz clarified that this review was for the existing ordinance; underlines indicated language added to the ordinance, and strikethroughs indicated current language omitted.

Section 12-6-2(F) added City-designated arborist.

Section 12-6-2(G) removed \$1,000.00 cap on undeveloped residential properties. Inspections Services Director Bilby explained this cap remained for developed properties; there is a replacement fee for \$400.00 per tree which cannot be replaced, and essentially, it will be more expensive to remove heritage trees.

Section 12-6-2(H) requires permits for pruning or removal of any tree(s). (Permit notification will be posted.)

Section 12-6-3(B) Reduced the requirements on parking facilities from 20 to 10.

Section 12-6-3(B)(1)(a), (B)(2)(c) and (B)(2)(d) referred to the City-designated arborist for responsibility.

Board Member Powell stated since the City did not have a designated arborist, what would happen when the ordinance was approved, and Assistant City Attorney Lindsay advised the City had an interlocal agreement with Escambia County who employs Jimmie Jarrett who has all the qualifications for an ISA Arborist; she would be asked for assistance. It was determined the City also has four environmental engineering firms (5-year contract) who have the capabilities and personnel on staff.

Section 12-6-4 added it would be reviewed by the City's designated arborist. Chairperson Ritz clarified that this section pertains to the Landscaping and Tree Protection Plan submitted to the City Inspections Services by a developer which will be reviewed by the City-designated arborist; this addition was added to prevent confusion and streamline the process.

Section 12-6-4(B) Landscape materials and trees must be installed before issuance of the certificate of occupancy (CO). Chairperson Ritz advised this requirement moved it to a more marketable timetable and reduced the amount of times Inspections was required to revisit the site. Board Member Larson advised once a person receives the CO, they take over their property and do what they want, so this would not be a concern.

Section 12-6-4(D) Notice must be given for removal of one heritage tree and signs shall be posted upon request for permit and remain posted for two (2) weeks. Further notice by the designated arborist will be given to the councilperson of that district. The sign shall be posted for two (2) weeks before the permit is approved.

Exception – tree is on occupied residential property and meets qualifications as diseased or weakened tree. Assistant City Attorney Lindsay advised the statute passed by Tallahassee removed some local authority to implement its own standards based on what the people of that area prefer. It was a statute imposed statewide which has created some conflicts. She wanted to make sure people did not think we were disrespecting that statute, and she placed specialized language to show we were trying to be consistent. It does not preempt each city from doing its standards but provides for an exemption or an exception for a property owner from local standards.

Section 12-6-5, 12-6-6(A)(4) Changed the names to City-designated arborist.

Section 12-6-6(B)(2)(c) Removed Planner and added Landscape Architect assuring we have someone looking at this on a regular basis.

Section 12-6-6(B)(2)(d) Changed to City-designated arborist.

Section 12-6-6(B)(3) Relocation of protected trees needs to be in writing from an independent certified arborist (designating what the professional should be).

Section 12-6-6(B)(4) Allows for deviations to species type to promote ecological diversity on site.

Section 12-6-6(B)(5) City-designated arborist.

Section 12-6-6(D) Trees shall be planted prior to Certificate of Occupancy being issued and selected from Appendix A or B with shade trees being encouraged.

Section 12-6-6(D)(2), 12-6-6(E), 12-6-6(E)(1) and (2), Section 12-6-6(F), 12-6-6(G), City-designated arborist will review.

Section 12-6-6(H) City-designated arborist - For heritage trees, adds provision for currently occupied residential property to remove or prune a heritage tree if documentation is provided of danger to person or property (in compliance with State statute). Chairperson Ritz explained for the moment, the Board was only dealing with the agenda item as it was placed online.

Section 12-6-7, 12-6-7(A)(2), 12-6-7(B), 12-6-7(C), 12-6-7(D) – City-designated arborist.

Section 12-6-7(F) – Pruning on residential properties do not require a permit unless it is a heritage tree (bringing us in compliance with State statute). Assistant City Attorney Lindsay advised that technically if the residential person has a heritage tree which their arborist indicates is dangerous, they would not need a permit. This was designed to protect heritage trees. In a test case, the property owner's own arborist admitted the heritage tree was healthy – it survived Hurricane Sally, so why would it have to be removed. We want to make sure we have an ISA Arborist who can provide us with insight that is

objective and not arbitrary. The idea of the statute is under those circumstances where the tree presents a danger, the property owner does not have to have a permit or give notice to anyone, does not have to visit with the City or talk about it, and not one single contact is required. The State statute does not respect a heritage tree either. It was determined there was no oversight on pruning a heritage tree, but a City-designated arborist could look at a tree before it is pruned, and this was an additional provision brought into the ordinance requiring the permit and oversight of the heritage tree. It was hoped this would give the public the opportunity to choose the City's arborist rather than pay more for someone else to perform the work; if they do prune contrary to this Code, they must have an ISA Arborist or landscape architect to provide documentation; this documentation must be defined since the legislature failed to define it, and there are no standards in place. Chairperson Ritz stated the Tree Risk Assessment Form would be added to determine the tree's condition. Board Member Grundhoefer asked if Gulf Power would be subject to this ordinance, and Assistant City Attorney Lindsay indicated over the last five years they had been in the process of trying to get more in control of rights-of-way to trim the trees; they have tried to purchase rights-of-way to trim without permission from property owners. Whether we can limit Gulf Power would be on a case-by-case basis on what rights they might have in that area.

Section 12-6-8, 12-6-9, 12-6-10(A), 12-6-10(A)(1), 12-6-10(A)(2), 12-6-10(A)(3), 12-6-10(B) – City-designated arborist

Section 12-6-10(C) Tree Planting Trust Fund – removed language on irrigation equipment – Funds shall be utilized for acquiring, planting, and maintaining trees, and in cases where necessary, other vegetation for public purposes - 50% match on grants up to \$5,500.00. Grant requests must be reviewed by EAB, City-designated arborist and City Council. Chairperson Ritz clarified this was an attempt to further clarify how those funds were to be spent.

Assistant City Attorney Lindsay further stated that the statute that would allow Gulf Power to have permission beyond what a regular property owner would have was in Section 163.3209 of the Florida statutes. They are supposed to follow the standards to prevent a tree from being killed or destroyed by virtue of the pruning. If the property owner felt the utility company did not follow those guidelines, the City could have an opportunity to address that.

Section 12-6-11 – Edits were made to the Appeals section.

Chairperson Ritz advised this covered the item which was published and stated the Board could edit the document and push it forward.

Section 12-6-2(D) would change the protected size of the tree identified by species in Appendix A which is four (4) times the minimum Diameter Breast Height (DBH) or greater. A Dogwood 16" in diameter would now be a heritage tree. Chairperson Ritz noted there would be a larger number of heritage trees with this ordinance in place. Board Member Grundhoefer stated we may need the language that protects trees that may not be 34" but he had a hard time with a Crepe Myrtle at 16" being classified a heritage tree. Chairperson Ritz pointed to the language in Section 12-6-2 "in all zoning districts" encompassing all of Pensacola, and it was determined to be the intent (city limits).

Section 12-6-4(D) Notice – The signs shall be posted by the applicant at their expense and shall remain continuously posted for two (2) weeks prior to the requisite building, site work, or tree removal permit is issued. The City's designated arborist will notify the councilperson in which district the permit has been applied for upon the receipt of the request. Board Member Larson indicated this would give anyone a chance once the sign

was posted to make their concerns heard.

Section 12-6-6(H) heritage trees – In the case of lot splits for single family and duplex uses, trees shall be evaluated to determine whether the lot split will have a negative effect on any heritage tree. A tree survey shall be provided to the Planning Services Department along with the lot split application, and the size of proposed lots shall be evaluated to determine if any heritage tree will be required to be removed as a result of the lot split.

Section 12-13-1 – Definitions enumerated – Lot, nonconforming added “preservation of heritage trees not subject to removal under this Code.”

Board Member Larson stated if the lot split determines the tree must stay, if someone wanted to construct a driveway on the other lot after it was split which damages the root system and the tree dies, who would be responsible since the tree was on the split. Inspections Services Director Bilby suggested if someone was creating a small buildable lot out of three lots, or making two or three lots from one, and it rendered the site of the heritage trees so it would fall within the foundation of the driveway of the house, there should be better consideration and oversight for the foundation before a lot split is granted. Chairperson Ritz indicated a house was removed and a lot split into three different lots; the heritage tree was in the right-of-way and remained. The homeowner created a curved driveway to accommodate the tree. Board Member Grundhoefer liked the fact the ordinance made it more difficult to remove a heritage tree whether splitting a lot or developing a property.

Appendix A Protected Tree List – Type B – added Long Leaf Pine (*Pinus Palustris*). Chairperson Ritz liked this addition since it was a native species.

Glen Miley, Biome Consulting Group and an ecologist, advised he had deep subject matter expertise and had participated in numerous public meetings and had met personally with the promoters of the changes. He had numerous consequential technical objections to the language of the document in the present form. He urged the Board to obtain guidance from experienced local practitioners before agreeing to codify this ordinance. He pointed out the term arborist in specific language limiting tree ordinance matters to holders of that particular credential alone, Section 12-6-2(F) pg. 3 and 12-6-6 (B)(3) pg.10. He indicated he was a professional whose qualifications greatly exceeded those of an arborist, but the proposed language would preclude him from practicing his profession in Pensacola. ISA created this position to certify tree trimmers; it in no way communicates competence. He urged the Board to reject the ordinance until a technical review by experienced local professionals could be completed. He explained his company was an ecological consulting firm and regulatory compliance firm, with staff holding advanced degrees in different areas of ecology, engaging in eco system identification, ecological restoration, and landscape level understanding, whereas an arborist can work as a tree trimmer for a period of three years and pass the test and obtain that certification. He indicated none of the materials coming out the public meetings with other professionals were reflected in the language proposed for change.

Assistant City Attorney Lindsay said this approach was never intended to be comprehensive by staff to address everything said in the workshops but more to streamline processes within the City so that we can begin to have a more consistent system of enforcement, but some of the things he said related to the list and how it should be evaluated as far as what species should be protected. Mr. Miley stated those were some of his concerns particularly pertaining to the heritage tree, how they are measured, who can conduct the survey, and the fact the appendix contains trees not existing in the city. Striking qualified professional and replacing it with an ISA Certified Arborist has

consequences for him professionally. Assistant City Attorney Lindsay advised there would be another workshop at the level of specificity he was referring to regarding the protected species. The reason for looking at the City-designated arborist was because of the statute which limits local governments' discretion, and the only other term that was used by the Florida legislature was landscape architect. Mr. Miley suggested an urban forester would be a superior professional to choose to accomplish those objectives. Assistant City Attorney Lindsay also shared that the thinking was to rely on the ISA Arborist because of the TRAQ certification and qualification and because that particular document was so much more detailed that they hoped it would elevate the analysis by ISA Arborists who the legislature has granted authority to determine that a tree is hazardous or dangerous. Mr. Miley stated the application of the larger profession incorporates perspective, concepts and additional skill sets that enhance that particular skill – he has that skill but not that credential. He felt his firm's service to the City would be far superior to a mere arborist. Assistant City Attorney Lindsay stated in the Code there were multiple decision makers involved in different departments across the city in assessing trees. The Building Inspections Director, Mr. Bilby, and the Sustainability Coordinator, Mark Jackson, worked together with other staff members and departments to identify a process that would allow one City employee, or until we have that employee, to help make sure that the process is consistent and appropriate; it was not about the substantive content on protection of trees and ecological evaluation which was his primary concern. This was a first step in the process, and at some point, there will be that deep dive to suggest the next step. The goal was to make sure that City employees had a consistent process internally, but we do want to get to the next stage.

Councilperson Myers was upset and thought the whole thing was a mess. Going back to August of last year, the City Council, not Sherri Myers, the City Council sent some amendments to the Tree Ordinance to Planning Board. Those amendments had to do with notice. Here we are six months later, and this Board has never acted on those recommendations that were sent to the Board. Sherri Myers acting as a City Council person does not have the authority to place items on the Planning Board agenda. It must come from the City Council, however, on October 13th the Board had on its agenda this item that dealt only with notice, not amendments to the Tree Protection Plan, just notice. However, in the background information you were given, it says a request was forwarded by City Councilwoman Sherri Myers to amend 12-6-4 of the Landscape and Tree Protection Plan. That is a mischaracterization of what was given to the Board. It was a recommendation given by the City Council. The Planning Board had 45 days pursuant to Ordinance 12-12-2(4) to act upon any matter referred to the Board shall be acted upon by the Board within 45 days of the day of reference until a longer or shorter period is specified. So, basically, we are here today. The items having to do with the amendments, having to do with notice have never come back to the City Council. What has happened is basically this whole issue as far as she was concerned was just a mess. So here we are and those amendments and recommendations have never been acted on and have never come back before the City Council. She believed that was a serious procedural problem. She did not know if she agreed with everything in this ordinance, especially now after listening to Mr. Miley, but wanted to know how an agenda item sent to the Board by the City Council became a sidenote to the Department of Engineers' ordinance they were proposing. She stated she had met with Mr. Bilby, Mr. Jackson, and Mr. Wilkins regarding this. It was her impression that today the Board was going to be acting on the amendments having to do with notice. That was her primary concern because she has acres and acres of forests in

her district that today if there was a permit issued for a landscape plan, that forest could be mowed down in a matter of days. She had seen this happen – 5 acres, 6 acres – in a matter of two days. Chairperson Ritz advised the Board was observing the 5-minute speaker limit, and she had used those 5 minutes. Ms. Myers asked the attorney how she was going to fix this problem with this not being returned to the City Council in 45 days – what was sent to the Board and not all of this other stuff regarding the arborist and all that. Assistant City Attorney Lindsay did not recall that there was a referral from the City Council, so she would need to go back to the record to see where she might have missed something. As far as the content regarding notice, there was discussion among the Board members, and she advised them, and we were also warned by a member of the Planning Board about the Statute 163.045 and whether we were allowed to require notices at all. Through the litigation on the Vickery Tree and what other cities are doing all over the state, she had been trying to brainstorm ways we can protect trees, incorporate the notice that is desirable, and still be consistent with Florida law. The Planning Board was warned by one of the members of the legislature of the Speaker's issues with local governments trying to continue to impose restrictions on property owners with regard to protection of trees. The struggle with trying to comply with the Florida statute has slowed her analysis down, and she asked for understanding as she tried to do her best, and if she had missed the Council item, she apologized and stated she would go back and determine how the error was made and be accountable to Councilperson Myers when that was determined.

Chairperson Ritz advised the Board had never ignored an agenda item and not voted on it. Councilperson Myers advised before hearing Mr. Miley, she was okay with what was being proposed, but she wanted to deal with notice since that was the most important issue which was sent to this Board; it was not comingled with other issues, and it should have returned to the Council even if the Board was still considering it or needed more time. What the Board was saying today was it could only vote on what the Engineering Department had presented, but the issue of notice had been given to the Board six months ago. Chairperson Ritz advised on the October 13, 2020 agenda, there was an item on which they voted, and once the Board votes, it is not physically carried to the Council. Councilperson Myers asked that an email be sent to her to indicate the process after the Board makes a decision on how it returns to Council. Assistant City Attorney Lindsay stated once the Board made a decision, the Planning staff forwarded that information to the Council for consideration in a memo as a part of Council's agenda. She offered to research to see what happened at that time. She recalled the Board was to look at the tree protection standards generally over time, and the proposal by Board Member Murphy had been on the agenda several times as a discussion item, separate and apart from the notice. The Florida legislature states we cannot require a property owner to come for a permit or we cannot insist they give notice to the public or to us under certain circumstances. We have been studying how we work around that statute. It has been argued that it preempts municipalities entirely, and she disagreed with that argument; she was still waiting on a decision from the 1st District Court of Appeal; she again stated she would research the item and furnish a more detail response as soon as she can get a definitive response to her question.

Board Member Powell advised the title of the ordinance states the intent of the Code is Section 12-6 tree/landscape regulations, streamlining review and enforcement into one department and process, assuring compliance with Florida statutes, protecting heritage trees, and funding oversight and not when notices will be given or determining what trees would be saved. Only this review was what the Board was considering and not ignoring

anyone's suggestions or any public input, but saying these are the things we control as the City of Pensacola which is the time it takes to get the permits done; no one was dismissing anything that was said before and those discussions have not stopped, and the information received has been placed on the agenda and acted on accordingly. What the Board was accomplishing today was making it easier and being more transparent, being more efficient and avoiding redundancy, showing we care about who will be making the decisions rather than having it in an ambiguous cloud. She did appreciate Mr. Miley's input about the terminology of an arborist, but we did need to get back to what this was really about which was written at the top of the ordinance. Assistant Planning Director Cannon advised there had been robust public involvement with workshops to address a presentation from Emerald Coast, and that had not gone away; the timeline was drawn out to engage the public and consider input from others, but today's meeting was to address the process. Kelly Hagen, Vice President of the Sanders Beach Neighborhood Association, stated she was not here to present that board but as a private citizen. She had hoped this would be the moment to effect some real change and come away with an ordinance the city would be proud of. Her understanding of the intent of the staff in developing this ordinance was to streamline the administrative process and to clarify the structure of protocol and not to add protection to the heritage trees. She had several discussions with City staff, Council members, concerned citizens, as well as professionals in the field. The feedback she had received suggested we need a complete overhaul of the current ordinance which would require careful and thoughtful review. The popular opinion to obtain these changes would be for the Planning Board to initiate a series of Council-directed public workshops, including a panel of academic experts on the subject, bringing in the appropriate City staff, and hiring a professional facilitator to make sure everyone's ideas were heard. She clarified she was in favor of passing certain protections in the proposed ordinance since it does provide more protection than the current ordinance. She asked that the Board look at and possibly edit the protections on pg. 33 and clarify that a lot split should be altered in order to preserve a heritage tree if possible if a heritage tree was in danger. Regarding diameter of breast height, there are several species that will never reach 34" and she was not necessarily supporting Crape Myrtle as a protected species.

Chairperson Ritz advised the Board had conducted workshops in the past 12 months, however, with the current Covid situation, travel and attendance had been an issue.

Councilperson Brahier stated she had worked with Mr. Bilby, Mr. Jackson, Mr. Wilkins, Heather and Kelly, but she felt workshops were in our best interests, however, we want to protect as much as we can right now. If we say a City specialist has a minimum of an ISA Arborist standard, we could do that right away. Also, if a tree were split, the larger trunk at 4.5' above the ground would be the one that gets the diameter counted. This language puts some safety in place for other species while we work out the other issues. We will get a new provision in that if a person applies for a tree to be either cut down or trimmed and a sign is put up for two (2) weeks, it gives the public time for notification. When a person applies for a permit, a sign is put up for two (2) weeks and the councilperson notified, and it gives the public an option for notification. We can get some extra safety and precautions in here and streamline the City's process for the staff. She thanked everyone and felt this streamline would allow us to move forward in the best interest of these trees.

In explaining the lot split further, Chairperson Ritz stated if the lot split is legal exclusive of the heritage tree and meets all the other City criteria, it may be that it is flagged to say this is a heritage tree; nothing happens except to say that there is a heritage tree that could be

in a location that would require mitigation and would receive an evaluation when the paperwork is submitted. Evidence of this review will be provided to the citizen might be the verbiage that should be added.

Sarah Randolph chose not to comment. David Bush was concerned with the disappearance of the large heritage Oaks especially being destroyed by Hurricane Sally and contractors cutting them down as well. He advised East Hill was being destroyed by houses 30' wide and 60' tall with garages in the front, and this is not the old East Hill people remember.

Chairperson Ritz stated this was an advisory board and whatever the Board decided today would move forward as advice to Council, and the Board has always acted on an agenda item.

Regarding the lot split and heritage tree verbiage, Board Member Larson suggested changing the tone to a positive preservation purpose to preserve the trees in our area, and it must be proven that the tree must come down – instead of saying removal, say preservation with documentation. Board Member Grundhoefer felt this could be placed in every paragraph in every section which would turn a 50-page document into a 100-page document; he felt that would be redundant. Board Member Powell suggested we need to address the meaning when it is ambiguous. Assistant City Attorney Lindsay advised that the seed of this idea came about very recently, and the intent was to be able to deny a lot split if the split rendered a heritage tree necessary to be removed for the split to be approved. There needed to be some standard operating procedure created, maybe not in the ordinance itself. They wanted to hear feedback and had not had a long time to consider all the consequences; the language also reflects there are some heritage trees which are diseased and must be removed for safety. She explained this section was being wordsmithed. Chairperson Ritz advised when a citizen comes in for a lot split permit, there is a checklist to be completed which is part of the standing operating procedure. Sustainability Coordinator Jackson stated the intent was not to deny the lot split but to have it altered to preserve the trees.

Board Member Grundhoefer stated there were two issues: 1) change the language from arborist to a City-designated specialist with a minimal ISA Certification (Councilperson Brahier's concern); 2) a concern with notices (Councilperson Myers). Assistant City Attorney Lindsay stated emails determined that this Board did act on the request, and it was denied by the Board which the minutes support. Assistant Planning Director Cannon stated when that item came before the Board, it had two ordinances, one generated from the outside and one from staff. The Board made the decision to deny one and approve the other, bringing it back for revision and streamlining which is where we were today.

Board Member Grundhoefer offered if this passed Council, it would allow us to protect some trees which otherwise would be lost and felt it was the next step. It was determined if the ISA Certification were a minimum, Mr. Miley's credentials would exceed that requirement. **Board Member Grundhoefer made a motion to approve with the amended language for referral to Council, seconded by Board Member Powell. It was clarified the Board was adding the language describing the professional, and the motion carried unanimously.**

Assistant City Attorney Lindsay asked for clarification on the vote. Board Member Grundhoefer amended his motion to include the amendments that were submitted in the memo from Sustainability Coordinator Jackson; it was seconded by Board Member Powell and carried unanimously.

Open Forum – None

Adjournment – With no further business, Chairperson Ritz thanked the Board for its patience and adjourned the meeting at 4:33 pm.

Respectfully Submitted,

Cynthia Cannon, AICP
Assistant Planning Director
Secretary to the Board

CITY CLERKS OFFICE - 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 PROPOSED ORDINA

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

02/15/21

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 15th of February 2021, by legal clerk who is personally known to me

Affiant

Notary Public State of Wisconsin, County of Brown

5.15.23

My commission expires

of Affidavits 1

Publication Cost: \$298.18

Ad No: 0004593910

Customer No: PNJ-25615500

This is not an invoice

NANCY HEYRMAN
 Notary Public
 State of Wisconsin

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The title(s) of the proposed ordinance(s) are as follows:

P.O. 001-21:
 AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE, TITLE 12, OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, STREAMLINED REVIEW AND ENFORCEMENT OF THESE LANDSCAPE REGULATIONS IN CHAPTER 12-6 INTO ONE DEPARTMENT AND PROCESS, UPDATING AFFECTED DEFINITION IN CHAPTER 12-13, ENSURING COMPLIANCE WITH FLORIDA STATUTES, FUNDING OVERSIGHT AND ENFORCEMENT, AND PROTECTING HERITAGE TREES; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

P.O. 007-21:
 AN ORDINANCE CREATING SECTION 14-2-140 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR UNSAFE STRUCTURE AND BUILDING ABANDONMENT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

A copy of proposed ordinances may be inspected by the public by calling the City Clerk's office to request a copy, or on-line with the agenda package on the City's website: <https://pensacola.legistar.com/Calendar.aspx>. Interested parties may be physically present at the meeting to participate (as indicated above) or may attend and participate via live stream and/or phone as (as indicated above) and be heard with respect to the proposed ordinances.

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CITY OF PENSACOLA, FLORIDA
 By: Ericka L. Burnett, City Clerk

Visit www.cityofpensacola.com to learn more about City activities. Council agendas posted on-line before meetings.

Legal No. 4593910 TT 2/15/2021



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 07-21

City Council

2/25/2021

ADD-ON LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Jared Moore

SUBJECT:

PROPOSED ORDINANCE NO. 07-21 CREATING SECTION 14-2-140 OF THE CITY CODE PROVIDING FOR UNSAFE STRUCTURE AND BUILDING ABATEMENT

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 07-21 on second reading.

AN ORDINANCE CREATING SECTION 14-2-140 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR UNSAFE STRUCTURE AND BUILDING ABATEMENT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In September 2020, the City Council approved the recodification of the City Code, accomplishing a large number of updates and revisions to the 1986 Code to bring it current with the City Charter, Florida statutes and current practices. In this process, the previous code provision pertaining to the declaration and enforcement of unsafe structures was inadvertently omitted and the purpose of creating Section 14-2-140 is to reinstate the provision in the City Code.

PRIOR ACTION:

Ordinance No. 33-20 adopting and enacting a new code for the City of Pensacola was adopted by City Council on September 24, 2020.

February 11, 2021 - City Council voted to approve Proposed Ordinance No. 07-21 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

2/10/2021

STAFF CONTACT:

Keith Wilkins, City Administrator
Susan Woolf, City Attorney
Jonathan Bilby, Director of Inspections Services

ATTACHMENTS:

- 1) Proposed Ordinance No. 07-21

PRESENTATION: No

PROPOSED
ORDINANCE NO. 07-21

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CREATING SECTION 14-2-140 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR UNSAFE STRUCTURE AND BUILDING ABATEMENT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 14-2-140 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Sec. 14-2-140. Unsafe Structure and Building Abatement.

The International Property Maintenance Code, 2006 Edition, published by the International Code Council, Inc., and subsequent editions and revisions thereto is hereby adopted and incorporated as fully as if set out at length in this section and the provisions thereof shall be deemed the minimum standards essential to effectuate the elimination of unsafe buildings in an efficient and timely manner within the city, save and except such portions as are deleted, modified, or amended as contained in this chapter. Not less than one copy of the foregoing codes has been filed for more than ten (10) days preceding passage of this chapter, and is now filed in the office of the city building official.

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

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

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

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

CITY CLERKS OFFICE - LEGAL ADS
 222 W MAIN ST

PENSACOLA, FL 32502

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
 County of Escambia:

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Sworn to and Subscribed before me this 15th of February 2021, by legal clerk who is personally known to me

Affiant

Notary Public State of Wisconsin, County of Brown

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NANCY HEYRMAN
 Notary Public
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