



City of Pensacola

City Council

Agenda - Final

Thursday, May 16, 2019, 5:30 PM

Council Chambers, 1st Floor

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

Council Member Ann Hill

FIRST LEROY BOYD FORUM

AWARDS

APPROVAL OF MINUTES

1. [19-00251](#) APPROVAL OF MINUTES: REGULAR MEETING DATED APRIL 25, 2019

Attachments: [Draft: Regular Meeting Dated 4/25/19](#)

APPROVAL OF AGENDA

CONSENT AGENDA

2. [19-00174](#) AIRPORT PROPERTY ACQUISITION - 3040 NEW HOPE ROAD

Recommendation: That City Council authorize the purchase of 3040 New Hope Road (Parcel ID# 161S290805000002) from LB Park LLC for \$105,500 along with closing costs of \$1,900, and 5% contingency in the amount of \$5,370 for a total amount of \$112,770.

Sponsors: Grover C. Robinson, IV

Attachments: [Appraisal Report N219-0020](#)
[Aerial Map, 3040 New Hope](#)
[Purchase Contract, 3040 New Hope Road](#)

3. [19-00197](#) INTERLOCAL AGREEMENT FOR USE OF THE ESCAMBIA COUNTY RAYMOND RIDDLE PARK BY THE CITY OF PENSACOLA BETWEEN ESCAMBIA COUNTY, FLORIDA AND THE CITY OF PENSACOLA, FLORIDA
- Recommendation:** That City Council approve an Interlocal Agreement with Escambia County, Florida for the purpose of using Raymond Riddle Park for the City's athletic programs at no additional costs to the City. Further, that City Council authorize the Mayor to take all actions necessary to execute the Interlocal Agreement.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Raymond Riddle Park Interlocal Agreement](#)
4. [19-00225](#) AWARD OF CONTRACT - BID #19-017 - MARITIME FIRE TRAINING STRUCTURE
- Recommendation:** That City Council award a contract for ITB #19-017 Maritime Fire Training Structure to Emerald Coast Constructors, LLC, of Pensacola, Florida, the lowest and most responsible bidder with a base bid of \$319,500 plus a 10% contingency of \$31,950 for a total of \$351,450. Further that Council authorize the Mayor to execute the contract and take all actions necessary to complete the project.
- Sponsors:** Grover C. Robinson, IV
- Attachments:** [Final Bid Tabulation](#)
[Final Vendor Reference List](#)
5. [19-00242](#) APPOINTMENTS - EASTSIDE REDEVELOPMENT BOARD
- Recommendation:** That City Council appoint two (2) homeowners and one (1) business owner within the Eastside Redevelopment Neighborhood TIF District area; and one (1) Council Member for a term of three (3) years, expiring April 30, 2022.
- Sponsors:** Andy Terhaar
- Attachments:** [Member List](#)
[Nomination Form - Ann Hill](#)
[Nomination Form - Jasmine Hunt](#)
[Application of Interest - Jasmine Hunt](#)
[Application of Interest - Jeannie Rhoden](#)
[Application of Interest - Fred D. Young, III](#)
[Ballots](#)

REGULAR AGENDA

6. [19-00162](#) PUBLIC HEARING: PROPOSED AMENDMENT TO THE CODE OF THE CITY OF PENSACOLA - LAND DEVELOPMENT CODE - CREATING SECTION 12-2-25, PROVIDING FOR THE COMMUNITY REDEVELOPMENT AREA (CRA) URBAN DESIGN OVERLAY DISTRICT

Recommendation: That City Council conduct a public hearing to consider an amendment to the Code of the City of Pensacola, Land Development Code creating Section 12-2-25, providing for the Community Redevelopment Area (CRA) Urban Design Overlay District.

Sponsors: Jewel Cannada-Wynn

Attachments: [Proposed CRA Overlay - Vers. 050719 - Strike Through](#)
[ERB Request Letter](#)
[WRB Request Letter](#)
[Public Outreach and Input Opportunities](#)
[Comment Responses - Post Draft Comment Period](#)
[Comment Responses Draft Document - Draft Comment Period](#)
[Post Draft Comments - As of 10-11-18](#)
[Recommended Long Term Strategies - DPZ CoDESIGN](#)
[Transportation Support Document - Hall Planning Engineering](#)
[PROOF OF PUBLICATION PUBLIC HEARING](#)

7. [10-19](#) PROPOSED ORDINANCE NO. 10-19 - AMENDMENT TO THE CODE OF THE CITY OF PENSACOLA - LAND DEVELOPMENT CODE - CREATING SECTION 12-2-25, PROVIDING FOR THE COMMUNITY REDEVELOPMENT AREA (CRA) URBAN DESIGN OVERLAY DISTRICT

Recommendation: That City Council approve Proposed Ordinance No. 10-19 on first reading.

AN ORDINANCE CREATING SECTION 12-2-25 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR THE COMMUNITY REDEVELOPMENT AREA (CRA) URBAN DESIGN OVERLAY DISTRICT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

Sponsors: Jewel Cannada-Wynn

Attachments: [Proposed Ordinance No. 10-19 Vers. 050719](#)

8. [19-00221](#) QUASI-JUDICIAL HEARING - REQUEST FOR CONDITIONAL USE APPROVAL OF A BOARDING AND LODGING HOUSE - 110 W. STRONG STREET

Recommendation: That City Council conduct a quasi-judicial hearing on May 16, 2019 to consider the request for a Conditional Use Permit to locate a Boarding and Lodging House at 110 W. Strong Street.

Sponsors: Grover C. Robinson, IV

Attachments: [Conditional Use Permit Application, 110 West Strong Street](#)
[Architectural Renderings for Improvements, 110 W. Strong Street](#)
[April 9, 2019 Planning Board Minutes](#)
[North Hill Preservation Association Comments](#)
[PROOF OF PUBLICATION QUASI JUDICIAL HEARING](#)

9. [19-00211](#) PORT OF PENSACOLA - FLORIDA SEAPORT GRANT PROGRAMS GRANT #445549-1-94-01 - PORT OF PENSACOLA'S BERTH IMPROVEMENTS INITIATIVE

Recommendation: That City Council approve and authorize the Mayor to execute the acceptance of the State of Florida, Seaport Grant Programs Grant #445549-1-94-01 in the amount of \$225,000 for berth improvements. Also, that City Council authorize the Mayor to take all actions necessary relating to the finalization of the grant. Further, that City Council adopt a resolution authorizing a Joint Participation Grant Agreement with the Florida Department of Transportation (FDOT). Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

Sponsors: Grover C. Robinson, IV

Attachments: [Public Transportation Grant Agreement](#)
[Resolution authorizing a Joint Public Transportation Agreement with FDOT](#)
[Supplemental Budget Resolution No. 2019-26](#)
[Supplemental Budget Explanation](#)

10. [2019-28](#) RESOLUTION NO. 2019-28 - JOINT PARTICIPATION AGREEMENT - FDOT - PORT BERTH IMPROVEMENTS INITIATIVE

Recommendation: That City Council adopt Resolution No. 2019-28.

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE, ON BEHALF OF THE PORT OF PENSACOLA, A JOINT PARTICIPATION AGREEMENT WITH THE DISTRICT SECRETARY OR THE DIRECTOR OF TRANSPORTATION DEVELOPMENT OF THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR A PROJECT ENTITLED PORT OF PENSACOLA'S BERTH IMPROVEMENTS INITIATIVE.

Sponsors: Grover C. Robinson, IV

Attachments: [Resolution for FDOT PTGA for Port of Pensacola Berth Improvements Initi](#)

11. [2019-26](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2019-26 - PORT OF PENSACOLA - FLORIDA SEAPORT GRANT PROGRAMS GRANT #445549-1-94-01 - PORT OF PENSACOLA'S BERTH IMPROVEMENTS INITIATIVE

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2019-26.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Supplemental Budget Resolution No. 2019-26](#)
[Supplemental Budget Explanation No. 2019-26](#)

12. [19-00212](#) PORT OF PENSACOLA - FLORIDA SEAPORT GRANT PROGRAMS
GRANT #445548-1-94-01 - PORT OF PENSACOLA'S UPLAND CARGO
IMPROVEMENT INITIATIVE

Recommendation: That City Council approve and authorize the Mayor to execute the acceptance of the State of Florida, Seaport Grant Programs Grant #445548-1-94-01 in the amount of \$225,000 for upland cargo improvements. Also, that City Council authorize the Mayor to take all actions necessary relating to the finalization of the grant. Further, that the City Council adopt a resolution authorizing a Joint Participation Grant Agreement with the Florida Department of Transportation (FDOT). Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

Sponsors: Grover C. Robinson, IV

Attachments: [Public Transportation Grant Agreement](#)
[Resolution authorizing a Joint Public Transportation Agreement with FDOT](#)
[Supplemental Budget Resolution](#)
[Supplemental Budget Explanation No. 2019-27](#)

13. [2019-29](#) RESOLUTION NO. 2019-29 - JOINT PARTICIPATION AGREEMENT -
FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) - PORT
UPLAND CARGO IMPROVEMENT INITIATIVE

Recommendation: That City Council adopt Resolution No. 2019-29.

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE, ON BEHALF OF THE PORT OF PENSACOLA, A JOINT PARTICIPATION AGREEMENT WITH THE DISTRICT SECRETARY OR THE DIRECTOR OF TRANSPORTATION DEVELOPMENT OF THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR A PROJECT ENTITLED PORT OF PENSACOLA'S UPLAND CARGO IMPROVEMENT INITIATIVE.

Sponsors: Grover C. Robinson, IV

Attachments: [Resolution No. 2019-29](#)

14. [2019-27](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2019-27 - PORT OF PENSACOLA - FLORIDA SEAPORT GRANT PROGRAMS GRANT #445548-1-94-01 - PORT OF PENSACOLA'S UPLAND CARGO IMPROVEMENT INITIATIVE

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2019-27.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019; PROVIDING FOR AN EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Supplemental Budget Resolution No. 2019-27](#)
[Supplemental Budget Explanation No. 2019-27](#)

15. [19-00204](#) JOINT PARTICIPATION AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION - PURCHASE OF UNINTERRUPTED POWER SUPPLIES AND BATTERIES FOR TRAFFIC SIGNAL CABINETS

Recommendation: That City Council authorize the Mayor to execute a Joint Participation Agreement with the Florida Department of Transportation, in the amount of \$151,600.00, for the purchase of Uninterrupted Power Supplies and Batteries for Traffic Signal Cabinets. Further, that City Council authorize the Mayor to take all action necessary to implement the Joint Participation Agreement. Finally, that City Council adopt a supplemental budget resolution appropriating the funding for this project.

Sponsors: Grover C. Robinson, IV

Attachments: [JPA City of Pensacola Combined-John A Update](#)
[Supplemental Budget Resolution](#)
[Supplemental Budget Explanation](#)

16. [2019-30](#) SUPPLEMENTAL BUDGET RESOLUTION NO. 2019-30 - JOINT PARTICIPATION AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION - PURCHASE OF UNINTERRUPTED POWER SUPPLIES AND BATTERIES FOR TRAFFIC SIGNAL CABINETS

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2019-30

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019; PROVIDING FOR EFFECTIVE DATE.

Sponsors: Grover C. Robinson, IV

Attachments: [Supplemental Budget Resolution No. 2019-30](#)
[Supplemental Budget Explanation No. 2019-30.pdf](#)

17. [19-00233](#) APPROVAL OF ADDITIONAL FUNDING REQUEST FOR AWARD OF CONTRACT TO A.E.NEW, JR., INC. FOR INVITATION TO BID (ITB) #18-022 BAYVIEW SENIOR CENTER REPAIRS AND RENOVATIONS

Recommendation: That City Council approve a request for additional funding for Bayview Senior Center improvements from A.E. New, Jr., Inc. due to unforeseen conditions that require additional work in the amount of \$329,574 plus a 10% contingency of \$32,956 for a total additional amount of \$362,530. Further, that City Council authorize the Mayor to execute all documents and take all actions necessary to complete the project.

Sponsors: Grover C. Robinson, IV

Attachments: [Proposed Change Order #4](#)

18. [15-19](#) PROPOSED ORDINANCE NO. 15-19 AMENDING SECTION 7-4-2 OF THE CODE OF THE CITY OF PENSACOLA RELATED TO THE HOURS OF OPERATION FOR BOTTLE CLUBS

Recommendation: That City Council adopt Proposed Ordinance No. 15-19 on second reading:

AN ORDINANCE AMENDING SECTION 7-4-2 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, RELATED TO THE HOURS OF OPERATION FOR BOTTLE CLUBS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

Sponsors: Ann Hill

Attachments: [Proposed Ordinance No. 15-19](#)
[PRESENTATION FROM POLICE CHIEF LYTER](#)
[PROOF OF PUBLICATION ORDINANCE 2ND READING](#)

19. [16-19](#) PROPOSED ORDINANCE NO. 16-19, AMENDMENT TO SECTION 12-2-8 OF THE LAND DEVELOPMENT CODE - COMMERCIAL LAND USE DISTRICT - RECREATION OR AMUSEMENT PLACES OPERATED FOR PROFIT.

Recommendation: That City Council adopt Proposed Ordinance No. 16-19 on second reading.

AN ORDINANCE AMENDING SECTION 12-2-8 OF THE LAND DEVELOPMENT CODE OF THE CITY OF PENSACOLA, FLORIDA, COMMERCIAL LAND USE DISTRICT; RECREATION OR AMUSEMENT PLACES OPERATED FOR PROFIT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

Sponsors: Andy Terhaar

Attachments: [Proposed Ordinance No. 16-19](#)
[Planning Board Minutes 3-12-19 - re 12-2-8 amendment](#)
[PROOF OF PUBLICATION ORDINANCE 2ND READING](#)

20. [19-00248](#) CITY COUNCIL CONSENT TO THE MAYOR'S APPOINTMENT OF JOHN PITTMAN AS DIRECTOR OF SANITATION.

Recommendation: That City Council consent to the Mayor's appointment of John Pittman as Director of Sanitation in accordance with City Charter Section 4.01(a) (7).

Sponsors: Grover C. Robinson, IV

Attachments: [Pittman Resume](#)
[Pittman Application](#)

21. [19-00245](#) FIRST CITY ARTS ALLIANCE, INC. (FCAC) AMENDED AND RESTATED LEASE AGREEMENT

Recommendation: That City Council approve the lease renewal and amended terms for First City Arts Alliance, Inc. (FCAC) for City-owned property located at 1060 North Guillemard Street, parcel number 000S0090100001047, account number 131393000 and authorize the Mayor to execute the amended and restated lease agreement. Further that City Council authorize the Mayor to take all necessary actions to execute the amended and restated lease agreement.

Sponsors: Grover C. Robinson, IV

Attachments: [First City Lease](#)
[Property Appraiser Parcel Record](#)
[First City Arts Alliance Sunbiz](#)
[Parcel Map](#)

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 #: 19-00251

City Council

5/16/2019

SUBJECT:

APPROVAL OF MINUTES: REGULAR MEETING DATED APRIL 25, 2019



City of Pensacola

CITY COUNCIL

Regular Meeting Minutes

April 25, 2019

5:30 P.M.

Council Chambers

Council President Terhaar called the meeting to order at 5:30 P.M.

ROLL CALL

Council Members Present: Andy Terhaar, Jewel Cannada-Wynn, Ann Hill, Jared Moore, Sherri Myers

Council Members Absent: P.C. Wu, Gerald Wingate

Also Present: Mayor Grover C. Robinson, IV

INVOCATION

Council President Andy Terhaar

PLEDGE OF ALLEGIANCE

Council Member Jewel Cannada-Wynn

FIRST LEROY BOYD FORUM

The following individuals addressed Council regarding the downtown operations of Blue Duck Scooters (which were halted by the City to address various criteria for operating):

Donna Meeks

Joe Meeks

Jeffrey Mangold
(representing Blue Duck Scooters)

Mayor Robinson made follow-up remarks indicating he welcomes working with Blue Duck Scooters to get their business qualified for operating in the City of Pensacola.

Ashley Kostelac: Addressed Council regarding *National Sexual Assault Awareness Month* speaking of its mission and inviting all to attend the march on May 1st.

AWARDS

None.

APPROVAL OF MINUTES

1. [19-00223](#) APPROVAL OF MINUTES: REGULAR MEETING DATED APRIL 11, 2019

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

The motion carried by the following vote:

Yes: 5 Andy Terhaar, Ann Hill, Jared Moore, Jewel Cannada-Wynn, Sherri Myers
No: 0 None

APPROVAL OF AGENDA

Council President Terhaar indicated he will entertain a motion to approve the agenda.

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

The motion carried by the following vote:

Yes: 5 Andy Terhaar, Ann Hill, Jared Moore, Jewel Cannada-Wynn, Sherri Myers
No: 0 None

CONSENT AGENDA

2. [19-00090](#) AIRPORT - ASSIGNMENT AND ASSUMPTION OF LEASE WITH CONSENTS, ECKO AIR, LLC TO BLUE AIR TRAINING LLC

Recommendation: That City Council authorize the Mayor to execute the Assignment and Assumption of Lease with Consents to provide for the assignment of the ECKO Air, LLC Lease and Operating Agreement to Blue Air Training LLC. Further that City Council authorize the Mayor to take all necessary actions to execute the assignment.

CONSENT AGENDA (CONT'D.)

3. [19-00091](#) AWARD OF BID #19-012 TEXAR DRIVE 17TH AND 18TH AVENUE OUTFALLS AT BAYOU TEXAR PROJECT

Recommendation: That City Council award Bid #19-012 Texar Drive 17th and 18th Avenue Outfalls at Bayou Texar Project to B & W Utilities, Inc., of Pensacola Florida, the lowest and most responsible bidder with a base bid of \$299,235.80, plus a 10% contingency in the amount of \$29,923.58 for a total amount of \$329,159.38. Further, that City Council authorize the Mayor to execute the contract and take all actions necessary to complete the project.

4. [19-00184](#) PENSACOLA INTERNATIONAL AIRPORT - PARKING RATE ADJUSTMENT

Recommendation: That City Council approve an increase to the daily parking rate in Economy Lot 1 and Economy Lot 2 from \$6.00 to \$8.00 at the Pensacola International Airport.

A motion to approve consent agenda Items 2, 3, and 4 was made by Council Member Moore and seconded by Council Member Cannada-Wynn.

The motion carried by the following vote:

Yes: 5	Andy Terhaar, Ann Hill, Jared Moore, Jewel Cannada-Wynn, Sherri Myers
No: 0	None

REGULAR AGENDA

5. [19-00163](#) PUBLIC HEARING - AMENDMENT TO SECTION 12-2-8 OF THE LAND DEVELOPMENT CODE - COMMERCIAL LAND USE DISTRICT - RECREATION OR AMUSEMENT PLACES OPERATED FOR PROFIT

Recommendation: That City Council conduct the second of two (2) Public Hearings on April 25, 2019 **regarding an amendment to Section 12-2-8 of the Land Development Code - Commercial Land Use District - Recreation or Amusement Places Operated for a Profit.**

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

Council Member Cannada-Wynn asked about a specified definition for such uses which Planning Services Administrator Morris responded that currently it is not specifically defined, but would apply general language for a common/best fit definition; further, Council may propose adoption of another ordinance to specify a definition for such uses.

REGULAR AGENDA (CONT'D.)

Public input was heard (regarding P.O. No. 15-19 on first reading) by the following individuals:

Joe Hammons

Charles Fairchild

Sonia Mason

Council Member Hill (sponsor) explained the reason and issues for bringing this forward. Police Chief Lyter addressed Council regarding law enforcement issues and provided an overhead presentation (on file with background materials) of videos of various activities.

Some discussion took place among Council with input from Mayor Robinson as well.

Public input continued:

Andrew Rothfeder

Celeste Taylor

Glen Hill

Tim McEvoy

Travis Peterson

Rachael Johnson

Input was also heard from City Attorney Woolf addressing the language in the proposed ordinance. She responded accordingly to questions during continued discussion among Council with further input from Mayor Robinson.

Upon conclusion of discussion, the vote was called.

The motion carried by the following vote:

Yes: 4 Andy Terhaar, Ann Hill, Jared Moore, Jewel Cannada-Wynn

No: 1 Sherri Myers

8. [19-00175 FY 19 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT \(JAG\) PROGRAM: STATE](#)

Recommendation: That City Council approve and authorize the Mayor to execute the acceptance the FY 19 Edward Byrne Memorial Justice Assistance Grant (JAG) Program: State, agreement between the City of Pensacola and the State of Florida Department of Law Enforcement, Office of Criminal Justice Grants in the amount of \$34,348, upon award of the grant. Further, that City Council approve the supplemental budget resolution appropriating the grant funds.

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

REGULAR AGENDA (CONT'D.)

The motion (to approve Item 8) carried by the following vote:

Yes: 5 Andy Terhaar, Ann Hill, Jared Moore, Jewel Cannada-Wynn, Sherri Myers
No: 0 None

9. [2019-21 SUPPLEMENTAL BUDGET RESOLUTION NO. 2019-21 - FY19 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT \(JAG\) PROGRAM: STATE](#)

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2019-21

[A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019; PROVIDING FOR AN EFFECTIVE DATE.](#)

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

The motion carried by the following vote:

Yes: 5 Andy Terhaar, Ann Hill, Jared Moore, Jewel Cannada-Wynn, Sherri Myers
No: 0 None

10. [14-19 PROPOSED ORDINANCE NO. 14-19 - AUTHORIZING A SPECIAL ASSESSMENT UPON HOSPITAL PROPERTY TO GENERATE FUNDS FOR INDIGENT HEALTH CARE](#)

Recommendation: That City Council adopt Proposed Ordinance No. 14-19 on second reading.

[AN ORDINANCE RELATING TO FUNDING FOR THE PROVISION OF INDIGENT CARE SERVICES BY HOSPITALS LOCATED WITHIN THE CITY OF PENSACOLA; PROVIDING A SPECIAL NON-AD VALOREM ASSESSMENT AGAINST THE PROPERTY OF SUCH HOSPITALS FOR THE PURPOSE OF INCREASING FUNDING AVAILABLE FOR THE PROVISION OF SUCH SERVICES; PROVIDING DEFINITIONS; PROVIDING PROCEDURES FOR THE IMPLEMENTATION AND COLLECTION OF SPECIAL ASSESSMENTS CONFORMING TO THEIR REQUIREMENTS OF LAW; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALER; AND PROVIDING AN EFFECTIVE DATE. \(Ordinance No. 10-19\)](#)

REGULAR AGENDA (CONT'D.)

A motion to adopt (P.O. No. 14-19) was made by Council Member Cannada-Wynn and seconded by Council Member Moore.

The motion carried by the following vote:

Yes: 5 Andy Terhaar, Ann Hill, Jared Moore, Jewel Cannada-Wynn, Sherri Myers
No: 0 None

11. 2019-24 RESOLUTION NO. 2019-24 - INDIGENT HEALTH CARE SPECIAL ASSESSMENT

Recommendation: That City Council adopt Resolution No. 2019-24.

AN ASSESSMENT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA, AUTHORIZING, LEVYING, AND IMPOSING A NON-AD VALOREM ASSESSMENT WITHIN THE AREAS OF THE CITY LIMITS DESCRIBED HEREIN FOR THE PURPOSE OF SUPPORTING THE PROVISION OF CHARITY HEALTH CARE BY THE CITY'S HOSPITALS TO INDIGENT MEMBERS OF THE NORTHWEST FLORIDA COMMUNITY; FINDING AND DETERMINING THAT CERTAIN REAL PROPERTY IS SPECIALLY BENEFITED BY THE INCREASED SUPPORT FOR CHARITY CARE; MAKING CERTAIN OTHER FINDINGS IN RELATION THERETO; ESTABLISHING THE METHOD OF ASSESSING AND COLLECTING THE ASSESSMENT AGAINST THE REAL PROPERTY; SPECIFYING THE MAXIMUM ANNUAL ASSESSMENT AMOUNT AND THE MAXIMUM ASSESSMENT LIEN TO BE LEVIED AGAINST THE SPECIALLY BENEFITED REAL PROPERTY; CONFIRMING THE ASSESSMENT RESOLUTION; PROVIDING FOR CERTAIN OTHER AUTHORIZATIONS AND DELEGATIONS OF AUTHORITY IN RELATION THERETO; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

City Attorney Woolf addressed a correction made removing a listed facility (which is outside City limits) the same as was revised for agenda conference, but found on an additional page.

There being no further discussion, the vote was called.

The motion carried by the following vote:

Yes: 5 Andy Terhaar, Ann Hill, Jared Moore, Jewel Cannada-Wynn, Sherri Myers
No: 0 None

REGULAR AGENDA (CONT'D.)

12. [2019-22 SUPPLEMENTAL BUDGET RESOLUTION NO. 2019-22 - INDIGENT HEALTH CARE SPECIAL ASSESSMENT](#)

Recommendation: That City Council adopt Supplemental Budget Resolution No. 2019-22.

[A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019; PROVIDING FOR AN EFFECTIVE DATE.](#)

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

Mayor Robinson made remarks.

The motion carried by the following vote:

Yes: 5 Andy Terhaar, Ann Hill, Jared Moore, Jewel Cannada-Wynn, Sherri Myers
No: 0 None

13. [13-19 PROPOSED ORDINANCE NO. 13-19 - AN ORDINANCE OF THE CITY OF PENSACOLA PROVIDING FOR THE APPOINTMENT OF AN EX OFFICIO MEMBER TO THE ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION](#)

Recommendation: That City Council approve Proposed Ordinance No. 13-19 on second and final reading:

[AN ORDINANCE OF THE CITY OF PENSACOLA, FLORIDA PROVIDING FOR THE APPOINTMENT OF AN EX OFFICIO MEMBER OF THE CITY COUNCIL TO THE ESCAMBIA-PENSACOLA HUMAN RELATIONS COMMISSION, RESTRUCTURED BY ESCAMBIA COUNTY, FLORIDA BY THE ENACTMENT OF ORDINANCE 2019-13; SETTING FORTH THE COMPOSITION AND TERMS OF OFFICE; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE. \(Ordinance No. 09-19\)](#)

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

The motion carried by the following vote:

Yes: 5 Andy Terhaar, Ann Hill, Jared Moore, Jewel Cannada-Wynn, Sherri Myers
No: 0 None

REGULAR AGENDA (CONT'D.)**14. 11-19 PROPOSED ORDINANCE NO. 11-19 - AMENDING SECTION 7-9-17 OF THE CODE OF THE CITY OF PENSACOLA - RESTRICTED HOURS**

Recommendation: That City Council adopt Proposed Ordinance No. 11-19 on its second and final reading:

AN ORDINANCE AMENDING SECTION 7-9-17 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, RESTRICTED HOURS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

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

The motion carried by the following vote:

Yes: 5 Andy Terhaar, Ann Hill, Jared Moore, Jewel Cannada-Wynn, Sherri Myers
No: 0 None

COUNCIL EXECUTIVE'S REPORT

Council Executive Kraher addressed Council regarding the following:

- Reminder of May 9th Council and Mayor workshop regarding Strategic Planning and Priority Setting with facilitator John Streitmatter.
- Update on hiring of Council Strategic Budget Planner.
- Following up on discussion from the workshop on April 22nd regarding upcoming budget for Office of the City Council, he is working with Council Budget Consultant Hansen and Chief Financial Officer Barker to draft a policy regarding Council's discretionary funds.
- Thanks for cooperative effort among City staff to work with him on issues brought forth by (individual) Council Members for agenda items.

MAYOR'S COMMUNICATION

Mayor Robinson made follow-up remarks regarding the upcoming workshop on May 9th (mentioned above). He also provided updates on various initiatives the administration is working on and upcoming town hall meeting.

Council Member Myers made follow-up remarks.

COUNCIL COMMUNICATIONS

Some Council Members made announcements regarding upcoming events and meetings.

CIVIC ANNOUNCEMENTS

SECOND LEROY BOYD FORUM

Scott Mayo: Read an excerpt from a narrative on his family’s Confederate history.

Rand Hicks: Announced an upcoming *Slow Ride* biking event.

Council Member Myers made follow-up remarks.

Dorothy Dubuisson: Addressed Council referencing her attendance at the last International Relations Advisory Board meeting and announced an upcoming event celebrating *Galvez Day* on May 8th.

ADJOURNMENT

WHEREUPON the meeting was adjourned at 7:24 P.M.

Adopted: _____

Approved: _____
R. Andy Terhaar, President of City Council

Attest:

Ericka L. Burnett, City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 19-00174

City Council

5/16/2019

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AIRPORT PROPERTY ACQUISITION - 3040 NEW HOPE ROAD

RECOMMENDATION:

That City Council authorize the purchase of 3040 New Hope Road (Parcel ID# 161S290805000002) from LB Park LLC for \$105,500 along with closing costs of \$1,900, and 5% contingency in the amount of \$5,370 for a total amount of \$112,770.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The property located at 3040 New Hope Road is a 0.88 acre vacant lot within a wooded area off of Spanish Trail. It is totally surrounded by and only accessible via property owned by the Pensacola International Airport. The Airport was contacted by the property owner (LB Park LLC) expressing an interest in selling the parcel.

In an effort to prevent future access issues, and in effort to prevent the use of the property for a purpose that might be incompatible with the Airport, Airport Staff recommends the purchase of the same. After discussions with the property owner, an offer was made based on a fair market value appraisal. The offer was subsequently accepted by the property owner.

The purchase price, closing/miscellaneous costs, and 5% contingency are detailed in the estimated costs for the property.

PRIOR ACTION:

N/A

FUNDING:

Budget: \$ 112,800

Actual: \$ 105,500 Purchase Price

500	Title, Examination, and Issuance
500	Recording and Doc Stamps
400	Legal Fees
500	Estimated Survey
<u>\$ 107,400</u>	Sub-Total
<u>5,370</u>	5% Contingency
<u>\$ 112,770</u>	Total

FINANCIAL IMPACT:

Sufficient funding is available in the Airport Fund Capital Improvement Account.

CITY ATTORNEY REVIEW: Yes

4/11/2019

STAFF CONTACT:

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

ATTACHMENTS:

- 1) Appraisal Report N219-0020
- 2) Aerial Map, 3040 New Hope
- 3) Purchase Contract, 3040 New Hope Road

PRESENTATION: No

APPRAISAL REPORT

OF A

RESIDENTIAL LAND PARCEL

LOCATED AT

**3040 NEW HOPE ROAD
PENSACOLA, ESCAMBIA COUNTY, FLORIDA 32504**

EXCLUSIVELY FOR

**LB PARK, LLC
C/O MR. BLAKE LICKTEIG**

AS OF

FEBRUARY 16, 2019

BY

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

410 EAST GOVERNMENT STREET

PENSACOLA, FLORIDA

32502

APPRAISAL REPORT

The subject property consists of a vacant residential land parcel that is located at 3040 New Hope Road in Pensacola, Florida. The client is considering the sale of the subject property at a yet-undetermined price.

It should be noted that property is completely surrounded by vacant wooded land that is owned by the City of Pensacola (Pensacola International Airport). Accordingly, the subject parcel has no road frontage, and it is accessed via an apparent access easement which extends from New Hope Road to the subject property. This valuation is based upon the extraordinary assumption that vehicular ingress and egress are legally available to the subject property via this assumed access easement from New Hope Road into perpetuity with no monetary consideration being required by the owner of this area from the users of this area. It is important to note that the use of this extraordinary assumption may affect the value conclusion in this appraisal.

Furthermore, it appears that a small portion of the subject parcel consists of wetlands. It is hereby recommended to the client that a wetlands survey of the property be prepared by a qualified expert to ascertain the extent of wetlands on the subject property.

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

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

CLIENT: LB Park, LLC
c/o Mr. Blake Lickteig
200 South Park Road, Suite 425
Hollywood, FL 33021

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

APPRAISAL FILE NUMBER: N219-0020

PROPERTY LOCATION: 3040 New Hope Road, Pensacola, Escambia
County, Florida 32504

PROPERTY TYPE/CURRENT USE: Vacant Residential Land Parcel

REPORTED PROPERTY OWNER: LB Park, LLC

TAX ACCOUNT NUMBER: 01-2728-500

PARCEL IDENTIFICATION NO.: 16-1S-29-0805-000-002

**CURRENT PROPERTY
TAX ASSESSMENT:** \$16,720; There are no delinquent property taxes as
the 2018 tax bill has been paid.

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

ZONING CLASSIFICATION: ATZ-1; Airport Transitional Zone

**FUTURE LAND USE
CLASSIFICATION:** A; Airport

TYPE AND DEFINITION OF VALUE: The purpose of this appraisal is to provide the appraiser's best estimate of the market value of the subject real property as of the effective date. Market value is defined under 12 U.S.C. 1818, 1819 and title XI of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 ("FIRREA") as well as the Office of the Comptroller of the Currency, as "the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus". Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

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

**INTENDED USE OF
APPRAISAL REPORT:**

For the sole purpose of assisting the client, LB Park, LLC, in internal business decisions concerning the possible sale of the subject property. No other party is entitled to rely upon this report without written consent of the appraiser.

**INTENDED USER OF
APPRAISAL REPORT:**

LB Park, LLC; No other party is entitled to rely upon this report without written consent of the appraiser.

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: February 16, 2019

EFFECTIVE DATE OF VALUE: February 16, 2019

DATE OF APPRAISAL REPORT: March 13, 2019

FINAL ESTIMATE OF VALUE: \$96,000 (Value As Vacant/Unimproved, 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. Residential land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the absence of subject improvements, the Cost Approach was not applicable to this appraisal. Accordingly, the appraiser did not perform these two particular approaches to value the subject property in this assignment.

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

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 (2017) statistics from the U. S. Census Bureau, there are 313,512 residents in Escambia County, which ranked 20th in county population in Florida. Escambia County's population increased at a rate of 5.3 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 a current unemployment rate of 3.4 percent, which is fairly consistent with that indicated by the state and national averages (3.4 percent and 3.9 percent, respectively).

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

Neighborhood Description: The subject property is located inside the city limits of Pensacola in a mixed residential and commercial area. The subject neighborhood boundaries are generally defined as Interstate 10 on the north, Pensacola Bay on the east, Hyde Park Road on the south, and North Ninth Avenue on the west. Land uses in the immediate area include retail establishments, offices, convenience stores, strip shopping centers, restaurants, banks, apartments, residences, warehouses, mini-warehouses, churches, condominiums, and the Pensacola International Airport. The neighborhood is convenient to churches, shopping facilities, schools, medical facilities, recreational facilities, and other major sources of employment. No adverse neighborhood conditions were observed by the appraiser.

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

Property Description: The subject property is located west of New Hope Road and west of Spanish Trail. This interior parcel is irregular in shape. The site has no road frontage as it is accessed via an apparent access easement from New Hope Road. It is estimated that the unpaved road represented by this access easement to the property has a length of approximately 300 linear feet. As previously mentioned, this appraisal is based upon the extraordinary assumption that vehicular ingress and egress are legally available to the subject property via this apparent access easement from New Hope Road into perpetuity with no monetary consideration being required by the owner of this area from the users of this area.

According to the Escambia County Property Appraiser's Office, the property contains 0.88 acre. This equates by calculation to a land area of 38,333 square feet. The parcel is situated immediately adjacent to vacant wooded land that is owned by the City of Pensacola for airport safety purposes.

The property is fairly level, and moderately wooded, and it appears to have satisfactory drainage. It is not certain if public utilities are readily available to the site. Based upon the previously discussed lack of road frontage, overall access to the property is concluded to be somewhat unfavorable. It appears that the parcel is not located within a designated flood area (Flood Zone X; Flood Panel Map #12033C0385G).

Additionally, it is concluded from an unofficial review of a wetlands map available from the Escambia County GIS that a portion of the property (at its southwest vicinity) is apparently comprised of wetlands. It is hereby recommended to the client that a wetlands survey of the property be prepared by a qualified expert to ascertain the extent of wetlands on the subject property.

The property is zoned ATZ-1; Airport Transitional Zone. Permitted land uses within the subject zoning district include attached and detached single-family residential, home occupations, offices, and licensed family day care homes. The maximum residential building density within this district is 5 units per acre. This equates to a total of 4 units ($0.88 \text{ acre} \times 5 \text{ units/acre} = 4.4 \text{ units}$, rounded) for the subject parcel. However, based upon the unfavorable access of the property, its fairly unique shape, and the presence of some wetlands, a total density of less than the four allowable units (perhaps one or two home sites) is considered to be optimal for the subject property. The property has a Future Land Use Classification of Airport.

SALES HISTORY OF SUBJECT PROPERTY:

The subject property is currently owned by LB Park, LLC. According to the public records, the property was purchased by the current owner on December 3, 2018 via a tax deed in the amount of \$18,800. This consideration is concluded to have been well-below the prevailing price in the local market. The appraiser is unaware of any other 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. The client is considering the possible sale of the subject property at a yet-undetermined price.

HIGHEST AND BEST USE:

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

Highest and best use as vacant. The legally permissible uses of the subject site include attached and detached single-family residential, home occupations, offices, and licensed family day care homes. These land uses are generally compatible with other property types in the subject neighborhood. The potential for a zoning change appears to be unlikely.

The subject is comprised of a 38,333-square foot land parcel with assumed legal access and level topography. Although the property’s shape is irregular, there are generally no physical limitations on developable alternatives of the subject such that each of the legally permissible uses are physically possible. Based upon the size and physical characteristics, the zoning, the neighborhood and local market conditions, and the location of the subject parcel, a residential use is concluded to be financially feasible. Additionally, the maximally productive use of the subject site as vacant is concluded to be a residential use. Therefore, the highest and best use of the property as vacant is considered to be a residential use. Based upon the unfavorable access of the property, its fairly unique shape, and the presence of some wetlands, a total density of less than the four allowable units (perhaps one or two home sites) is considered to be optimal for the subject property.

APPRAISAL PROCESS:

The three traditional approaches to estimate the value of real estate 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 land parcel with no 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.

A summary of the Sales Comparison Approach for this appraisal is presented on the following pages.

SUMMARY OF LAND VALUATION ANALYSIS:

A summary of the data pertaining to vacant land sales and offerings considered to be similar to the subject is presented below. 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. It should be noted that one of the sales occurred in 2014. Although this is considered to be somewhat of a dated sale, it has very similar locational and access characteristics as the subject parcel.

<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	7949	3020 New Hope Road	12/03/14	\$150,000	65,340	\$2.30
2	7950	4101 Spanish Trail	08/30/18	\$128,000	29,621	\$4.32
3	7958	4016 Montaigne Drive	02/23/18	\$125,000	25,265	\$4.95
4	7951	4100 Block of Spanish Trail (Current Offering)	02/16/19	\$39,900	4,382	\$9.11

The above land sales represent properties considered generally comparable to the subject. These parcels range broadly in size from 4,382 to 65,340 square feet, which is reflective of the size of the subject area. All are suitable for a residential type of use. Each is located in the immediate subject area. These comparables range in price from \$39,900 to \$150,000, which equates to a broad unit price of \$2.30 to \$9.11 per square foot. However, the actual sales (excluding the current offering) reflect the lower end of this indicated unit price range.

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, or conditions of sale.

However, when compared to the subject, small upward unit price adjustments were considered to be necessary to each of the sales to account for the slightly improved local market conditions that have occurred since these sales were transacted. Downward unit price adjustments were concluded to be appropriate to all but Comparable No. 1 for locational differences. The unit prices of Comparables Nos. 1 and 4 were adjusted to account for their differing land sizes. Downward unit price adjustments were considered necessary to all of the comparables to reflect their superior parcel shape, relative to the subject.

Varying unit price adjustments were considered to be necessary to each of the comparables for access/road frontage. The largest of these adjustments were made to Comparable Nos. 3 and 4 based upon their superior access and road frontage (on Montaigne Drive and Spanish Trail, respectively). Each comparable was adjusted slightly downward to account for their lack of wetlands. Small downward unit price adjustments were considered necessary to Comparable Nos. 3 and 4 to reflect their superior utilities availability, relative to the subject. Lastly, the unit prices of Comparable Nos. 2 and 4 were adjusted downward based upon their superior zoning classifications, when compared to the subject property.

After the above adjustments were made to the unit prices of the comparables, the indicated value range for the subject is \$2.29 to \$2.73 per square foot. When placing least emphasis on the current offering (Comparable No. 4), a more narrow value range of \$2.29 to \$2.62 per square foot results for the subject. It should be noted that this indicated value range is the result of a relatively large of price adjustments that were considered appropriate based upon the highly differing physical characteristics of the comparable properties when compared to the subject.

In placing equal weight on each of the three sales, a unit value towards the middle of the above particular range is concluded to be appropriate for the subject. Therefore, a value of \$2.50 per square foot is estimated for this valuation. This concluded unit value is bracketed by the unadjusted unit price range of the comparables, which is considered to be reasonable based upon the overall property characteristics and current market conditions. Furthermore, it is fairly consistent with the adjusted unit price of Comparable No. 1, which is located in close proximity to the subject and was accessed by the same easement as the subject parcel.

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

$$\begin{array}{rcccccc} 38,333 \text{ SQ. FT.} & & \times & & \$2.50/\text{SQ. FT.} & & = & & \$95,833 \\ & & & & \text{ROUNDED:} & & & & \underline{\$96,000} \end{array}$$

The above total land value estimate is well within the total sales price range of \$39,900 to \$150,000 that is indicated by the above comparables. This is concluded to be reasonable based upon the overall characteristics of the subject property, along with the current market conditions.

c19-0020L

SUMMARY OF LAND SALES ADJUSTMENTS
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	<u>Comp. No. 1</u>	<u>Comp. No. 2</u>	<u>Comp. No. 3</u>	<u>Comp. No. 4</u>
Index Number	7949	7950	7958	7951
Total Sales Price	\$150,000	\$128,000	\$125,000	\$39,900
Square Feet	65,340	29,621	25,265	4,382
Price Per Square Foot	\$2.30	\$4.32	\$4.95	\$9.11
<u>Price Adjustments</u>				
Property Rights Conveyed	0%	0%	0%	0%
Adjusted Unit Price	\$2.30	\$4.32	\$4.95	\$9.11
Atypical Financing Terms	0%	0%	0%	0%
Adjusted Unit Price	\$2.30	\$4.32	\$4.95	\$9.11
Conditions of Sale	0%	0%	0%	0%
Adjusted Unit Price	\$2.30	\$4.32	\$4.95	\$9.11
Market Conditions (Time)	10%	1%	3%	0%
Adjusted Unit Price	\$2.53	\$4.36	\$5.10	\$9.11
<u>Adjustments- Physical Characteristics</u>				
Location	--	-10%	-10%	-10%
Size of Site	10%	--	--	-10%
Shape of Site	-15%	-15%	-15%	-10%
Access/Road Frontage	10%	-5%	-20%	-20%
Topography	-5%	-5%	-5%	-5%
Utilities Availability	--	--	-5%	-5%
Zoning	--	-5%	--	-10%
Other Features	--	--	--	--
Cumulative (Net) Adjustments	0%	-40%	-55%	-70%
Adjusted Price Per Square Foot	\$2.53	\$2.62	\$2.29	\$2.73
				(Listing)

RECONCILIATION AND VALUE CONCLUSION:

For this valuation of the subject land parcel, only the Sales Comparison Approach was performed. In doing so, the market value of the fee simple title in the subject property, based upon the appraisal assumptions and limiting conditions that are presented on the following pages as of February 16, 2019 is estimated to be \$96,000. 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 LB Park, LLC.**

Exposure time is defined by USPAP as the estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. It is a retrospective opinion based on an analysis of past events assuming a competitive and open market. The previously-presented comparable sales were on the market between 14 to 97 days (0.5 to 3.2 months) before being sold. Based upon the subject's property type, overall characteristics, and concluded marketability, its estimated exposure time is concluded to have been approximately 6 to 9 months. Similarly, the estimated marketing time (i.e., the amount of time it would probably take to sell the subject property if it were exposed in the market, beginning on the date of this valuation) is projected to be approximately 6 to 9 months.

Attached are the assumptions and limiting conditions of this appraisal, the certification of the appraiser, subject photographs, location maps, site plans, an aerial photograph, legal descriptions, a tax deed, a flood zone map, zoning maps, summaries of the comparable land sales data, site plans and photographs, a comparable land sales location map, and the appraiser's professional qualifications.

ASSUMPTIONS AND LIMITING CONDITIONS:

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

1. The three traditional approaches to value real estate are the Cost Approach, the Sales Comparison Approach, and the Income Capitalization Approach. Based upon the type and specific characteristics of the subject property, the Cost and Income Capitalization Approaches were not considered to be appropriate to provide credible results for this valuation. Residential land parcels like the subject in the local market are not typically leased to tenants, so market data was not concluded to be adequate to estimate a credible market rent for the subject in the Income Capitalization Approach. Secondly, due to the absence of subject improvements, the Cost Approach was not applicable to this appraisal. 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 **LB Park, LLC** 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 **LB Park, LLC**.

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).

EXTRAORDINARY APPRAISAL ASSUMPTIONS:

1. This valuation is based upon the extraordinary assumption that vehicular ingress and egress are legally available to the subject property via this assumed access easement from New Hope Road into perpetuity with no monetary consideration being required by the owner of this area from the users of this area. It should be noted that the use of this extraordinary assumption may affect the value conclusion in this appraisal.

HYPOTHETICAL CONDITIONS OF THE APPRAISAL:

There are no hypothetical conditions of this appraisal.

CERTIFICATION OF THE APPRAISER

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

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

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

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

The image shows a handwritten signature in cursive script, which appears to be "Charles C. Sherrill, Jr." written in dark ink.

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



Interior View of Subject Parcel

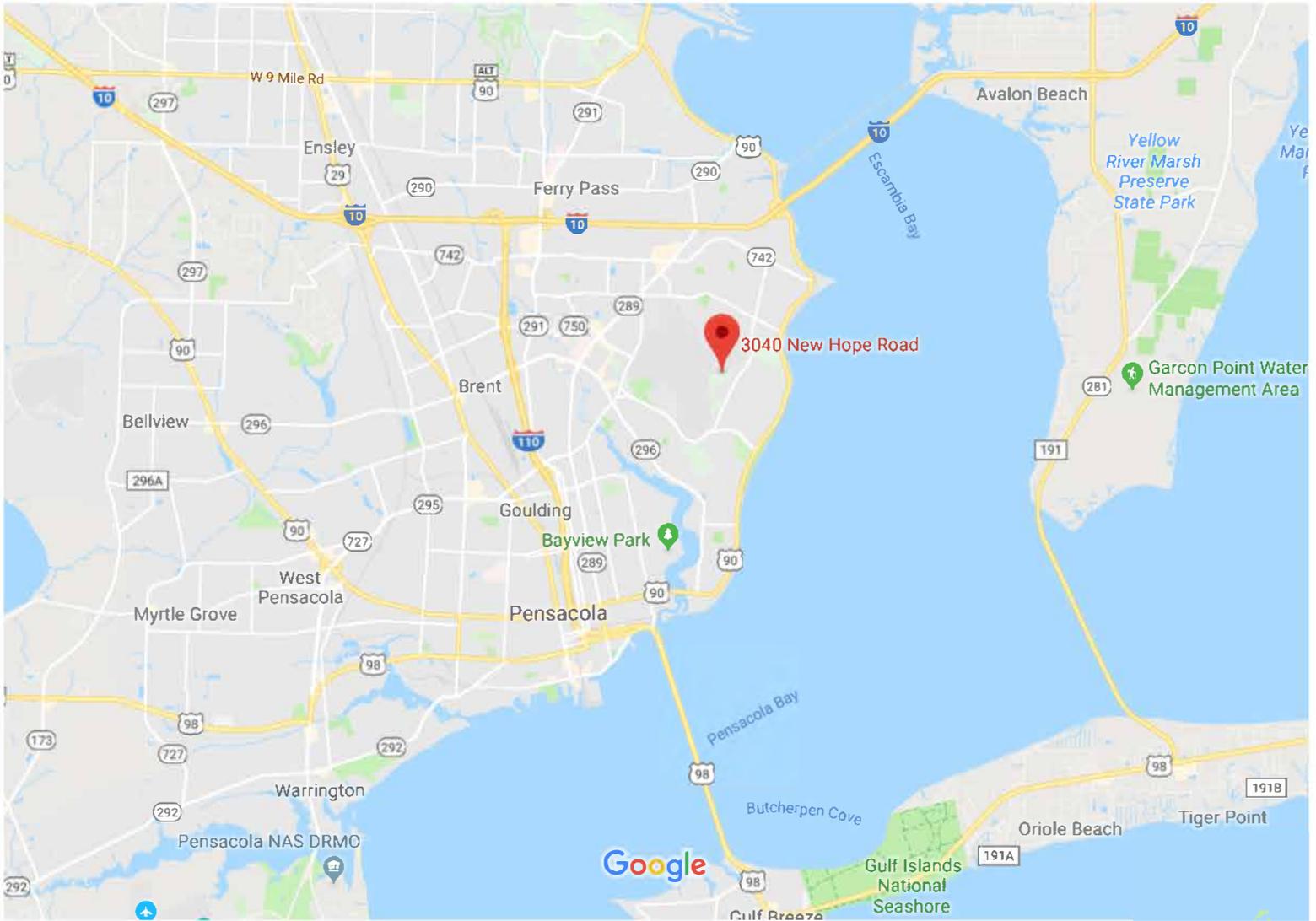
PHOTOGRAPHS OF SUBJECT PROPERTY

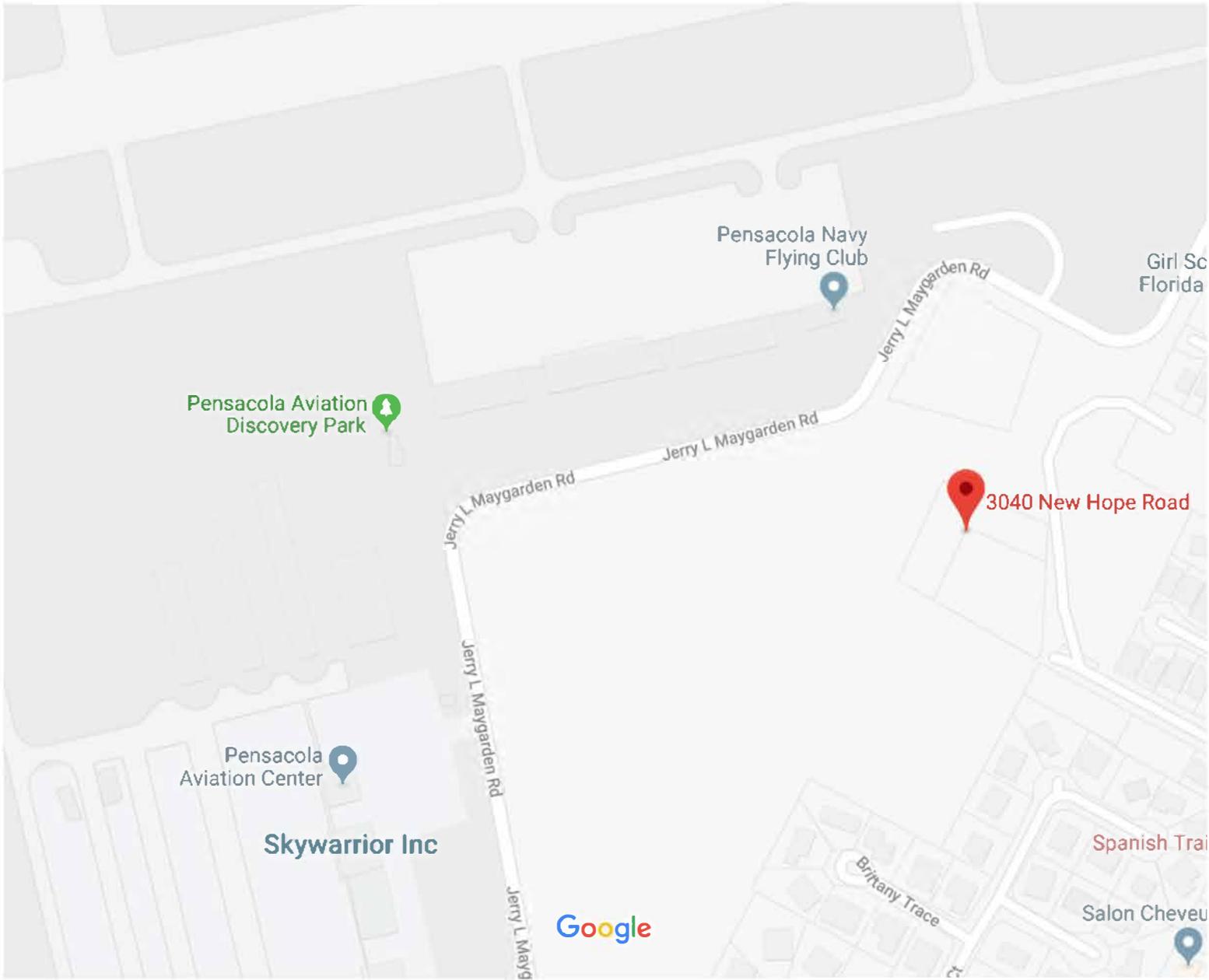


View of Unpaved Access Road to Subject Property



View of Nearby Residential Neighborhood (and New Hope Road)





Pensacola Aviation
Discovery Park

Pensacola Navy
Flying Club

Girl Sc
Florida

3040 New Hope Road

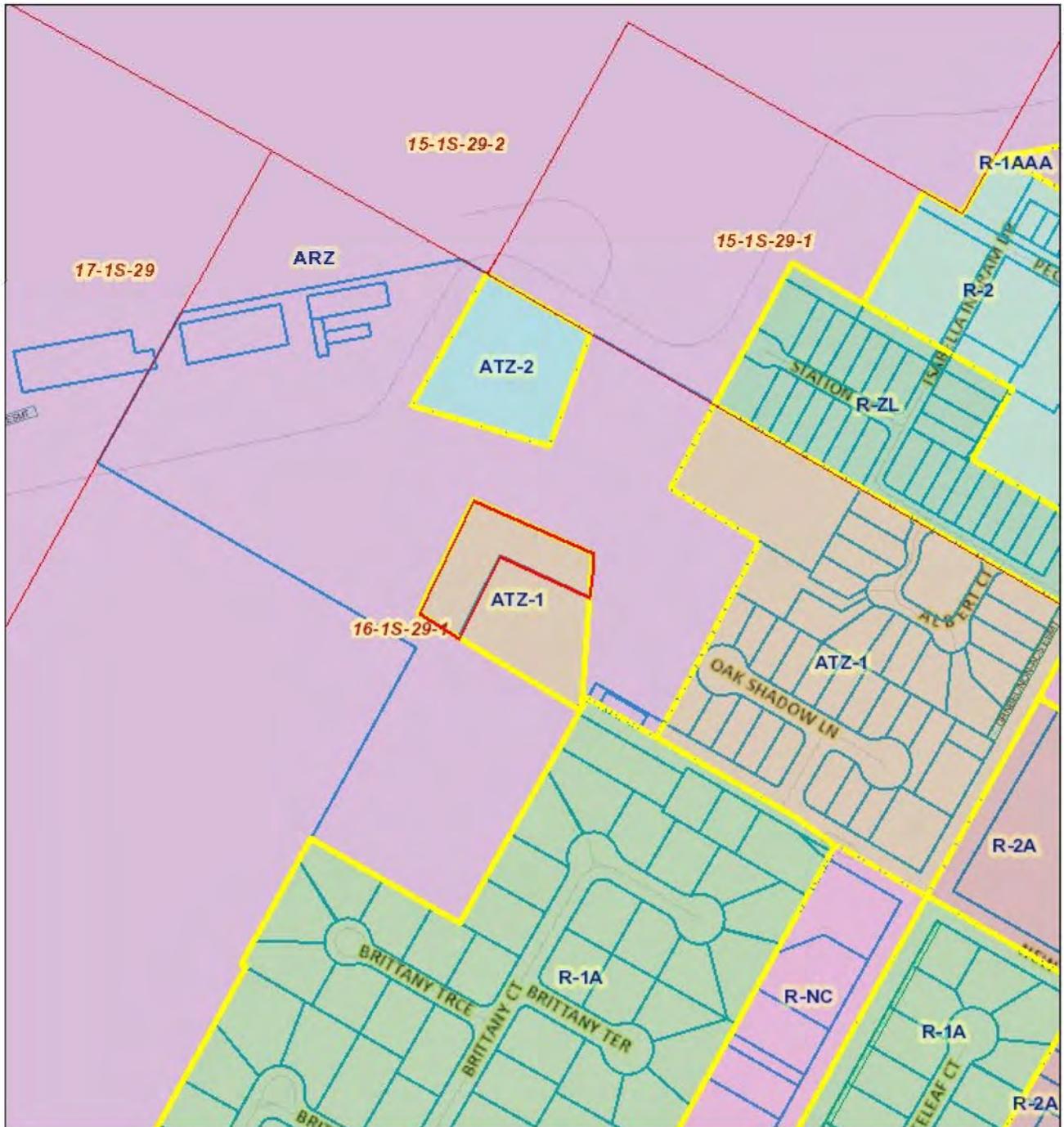
Pensacola
Aviation Center

Skywarrior Inc

Spanish Trail

Salon Cheveu

Google



February 14, 2019

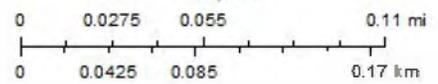
1:3,297

polygonLayer

Override 1

 Map Grid

 Boundary





February 14, 2019

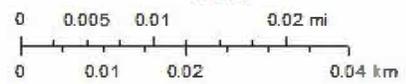
1:824

polygonLayer

Override 1

-  Map Grid
-  Boundary
-  Property Line

-  Red: Band_1
-  Green: Band_2
-  Blue: Band_3



General Inquiry
Reference: 161S290805000002M
Account: 012M28500M
Owners: ARKM CM
Address: 200 SMARK RD STE 425M
 HOM YWOOD, FM33021M
Square Feet: 3040 NEW HOME RD 32504M
Use Code: VACANT RESIDENTIAL
Tax Agency: ENSACOMA CITYMIMITSM
Auditor:
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Scott Munsford
 Escambia County Tax Collector

Assessment

Year	Land	Improvement	Total	Cap Value
2018	\$16,200	\$0	\$16,200	\$16,200
2017	\$16,200	\$0	\$16,200	\$16,200
2016	\$16,200	\$0	\$16,200	\$16,200

[Disclaimer](#)

Tax Inquiry

> [Filer New Headquarters Exemption Only](#)

Sales Data

Date	Parcel	Value	Type	Record (New/Withdrawn)	View
12/06/2018	M8015M383M	\$18,800	TDM	View Instr	View Instr
08/2004	M5512M689M	\$100	QCM	View Instr	View Instr
09/1980	M14M1M494M	\$100	WDM	View Instr	View Instr
01/19M6	M1059M255M	\$15,500	WDM	View Instr	View Instr
01/19M5	M940M662M	\$100	QCM	View Instr	View Instr

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

2018 Certified Roll Exemption
 None

Legal Description
 NM 8 FT AND W 90 FT OF FOM OWING DESCRIMEDM
 PROPERTY EG AT NW COR OF SEC S AMG WMI OF SEC M
 464 5/10 FT EM AT...M

Exemption Features
 None

Parcel Inquiry

[Launch Interactive Map](#)

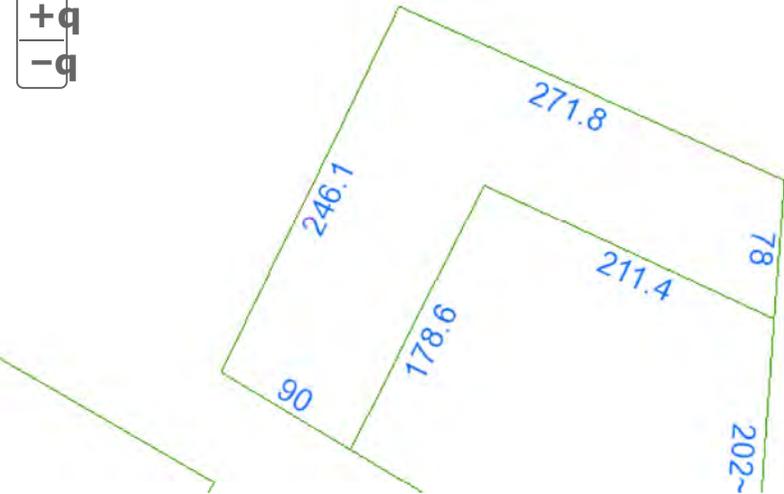
Section
Map ID: [16-1S-29-1M](#)



Approx. Acreage:
 0.8800M

Zoning:
 ATZ-1M

Evacuation & Flood Inquiry
[Open Report](#)



Florida

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

N 78 FT AND W 90 FT OF FOLLOWING DESCRIBED PROPERTY BEG AT NW COR OF SEG S ALG W LI OF SEG G
464 5/10 FT ELY AT ANG OF 85 DEG 679 4/10 FT FOR POB CONTINUE SAME COURSE 271 8/10 FT SLY AT ANG G
OF 109 DEG 307 3/10 FT WLY AT ANG OF 64 DEG 20 MIN 383 FT NLY 94 DEG 55 MIN 246 1/10 FT TO POB OR G
8015 P 383 G

This instrument was prepared by:
Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

Tax Deed File No. 18-633
Property Identification No. 161S290805000002
Tax Account No. 012728500

TAX DEED

State of Florida
County of Escambia

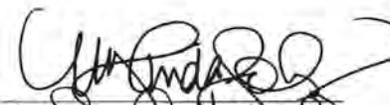
The following Tax Sale Certificate Numbered 00219 issued on June 1, 2014 was filed in the office of the tax collector of this County and application made for the issuance of a tax deed, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described as required by law to be paid or redeemed, and the costs and expenses of this sale, and due notice of sale having been published as required by law, and no person entitled to do so having appeared to redeem said land; such land was on the 3rd day of December 2018, offered for sale as required by law for cash to the highest bidder and was sold to: **LB PARK LLC**, 200 S PARK RD STE 425 HOLLYWOOD FL 33021, being the highest bidder and having paid the sum of his bid as required by the Laws of Florida.

Now, on this 3rd day of December 2018, in the County of Escambia, State of Florida, in consideration of the sum of (\$18,800.00) EIGHTEEN THOUSAND EIGHT HUNDRED AND 00/100 Dollars, being the amount paid pursuant to the Laws of Florida does hereby sell the following lands, including any hereditaments, buildings, fixtures and improvements of any kind and description, situated in the County and State aforesaid and described as follows:

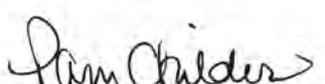
N 78 FT AND W 90 FT OF FOLLOWING DESCRIBED PROPERTY BEG AT NW COR OF SEC S ALG W LI OF SEC 464 5/10 FT ELY AT ANG OF 85 DEG 679 4/10 FT FOR POB CONTINUE SAME COURSE 271 8/10 FT SLY AT ANG OF 109 DEG 307 3/10 FT WLY AT ANG OF 64 DEG 20 MIN 383 FT NLY 94 DEG 55 MIN 246 1/10 FT TO POB OR 1059/1471 P 255/494 OR 5512 P 689

SECTION 16, TOWNSHIP 1 S, RANGE 29 W

**** Property previously assessed to: ANGELA N FREDRICKSON, JAMES R NUNNELLEY**


witness Mylinda Johnson

witness Emily Hogg

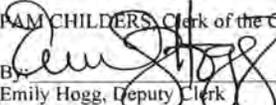

PAM CHILDERS, Clerk of the Circuit Court
Escambia County, Florida



State of Florida
County of Escambia

On this 6th day of December 2018 before me Emily Hogg personally appeared Pam Childers, Clerk of the Circuit Court in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be his own free act and deed for the use and purposes therein mentioned.

Witness my hand and official seal date aforesaid.

PAM CHILDERS, Clerk of the Circuit Court
By 
Emily Hogg, Deputy Clerk





Scott Lunsford, CFC • Escambia County Tax Collector

EscambiaTaxCollector.com



facebook.com/ECTaxCollector



twitter.com/escambiatc



SCAN TO PAY ONLINE

2018

REAL ESTATE

TAXES

Notice of Ad Valorem and Non-Ad Valorem Assessments

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
01-2728-500	16		1615290805000002

PROPERTY ADDRESS:
3040 NEW HOPE RD

EXEMPTIONS:

LB PARK LLC
200 S PARK RD STE 425
HOLLYWOOD, FL 33021

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	16,720	0	16,720	110.63
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.1250	16,720	0	16,720	35.53
BY STATE LAW	4.2000	16,720	0	16,720	70.22
PENSACOLA	4.2895	16,720	0	16,720	71.72
WATER MANAGEMENT	0.0338	16,720	0	16,720	0.57
M.S.T.U. LIBRARY	0.3590	16,720	0	16,720	6.00
TOTAL MILLAGE 17.6238					AD VALOREM TAXES \$294.67

LEGAL DESCRIPTION

NON-AD VALOREM ASSESSMENTS

LEGAL DESCRIPTION	TAXING AUTHORITY	RATE	AMOUNT
N 78 FT AND W 90 FT OF FOLLOWING DESCRIBED PROPERTY BEG AT NW COR OF SEC 5 ALG W 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 \$294.67

If Paid By Please Pay	Dec 31, 2018 \$0.00				
---------------------------------	-------------------------------	--	--	--	--

RETAIN FOR YOUR RECORDS

2018 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	Dec 31, 2018 0.00
AMOUNT IF PAID BY	

DO NOT FOLD, STAPLE, OR MUTILATE

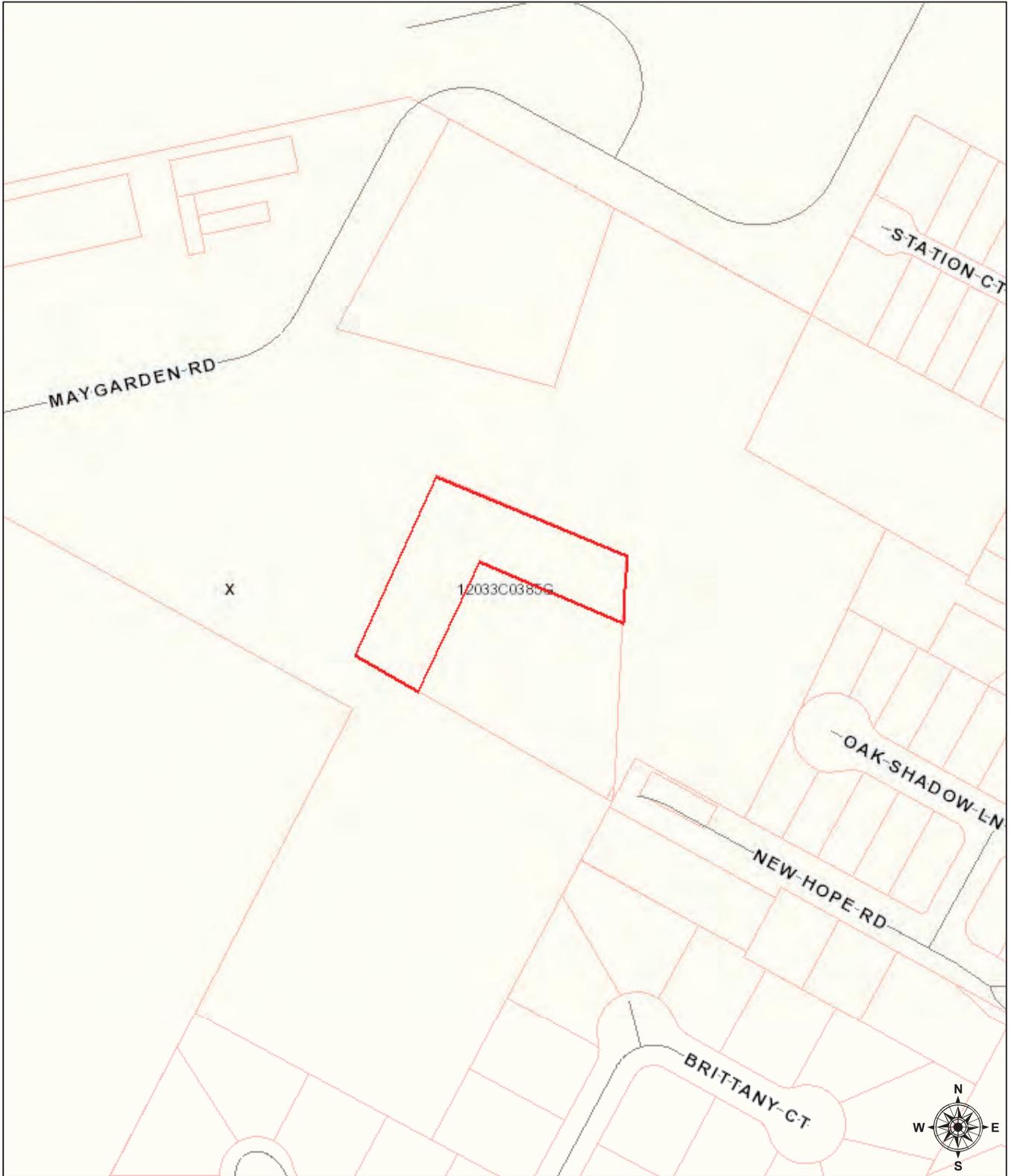
ACCOUNT NUMBER
01-2728-500
PROPERTY ADDRESS
3040 NEW HOPE RD

LB PARK LLC
200 S PARK RD STE 425
HOLLYWOOD, FL 33021

Paid 12/14/2018 Receipt # 123-18-00367482 \$285.83

Paid By LB PARK LLC

FLOOD MAP



February 14, 2019

polygonLayer

Override 1

— LOCAL ROAD

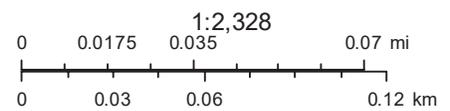
□ Parcels

Streets

— PRINCIPAL ARTERIAL

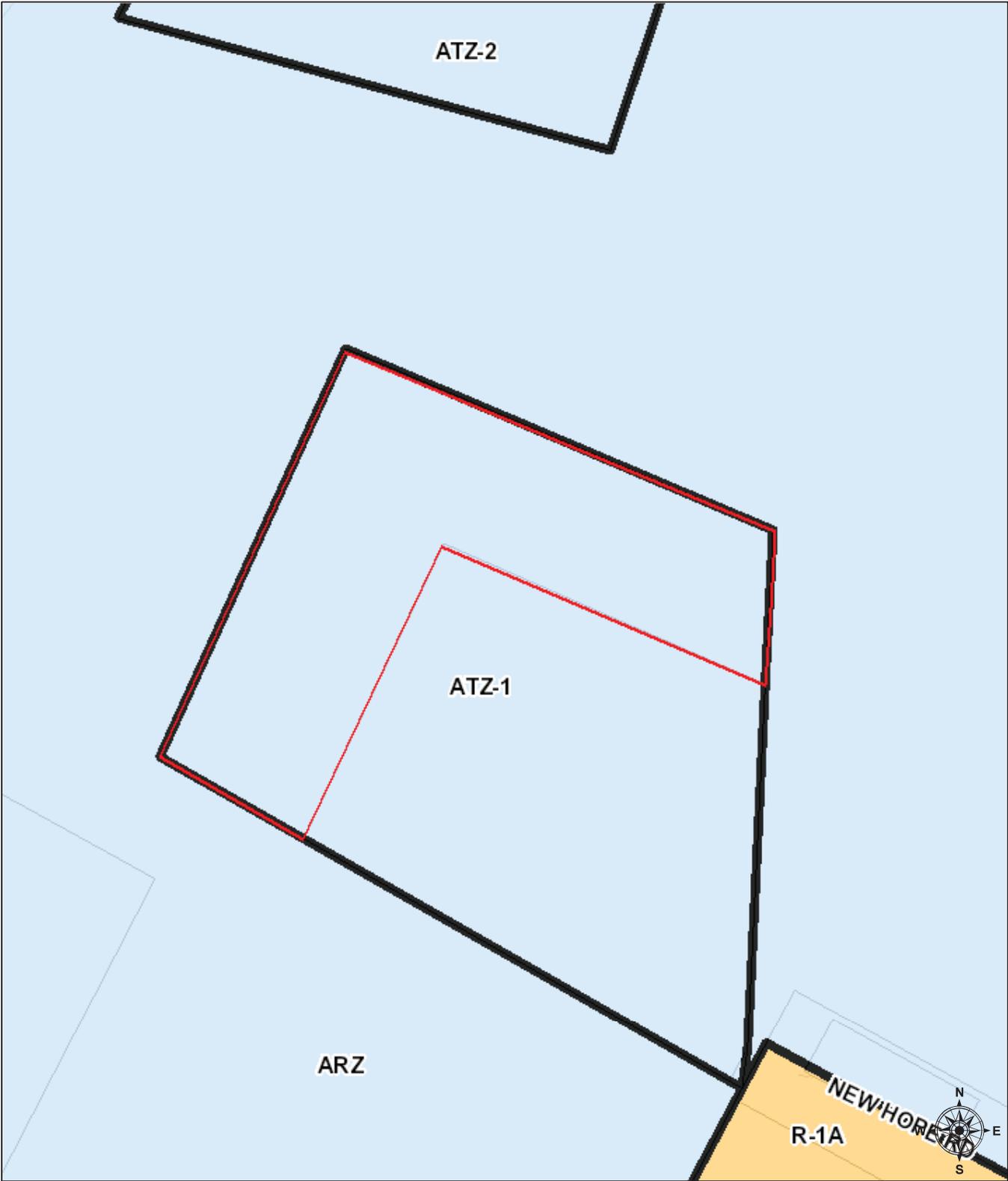
— MINOR ARTERIAL

— COLLECTOR

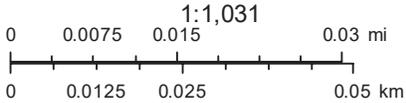


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

ZONING

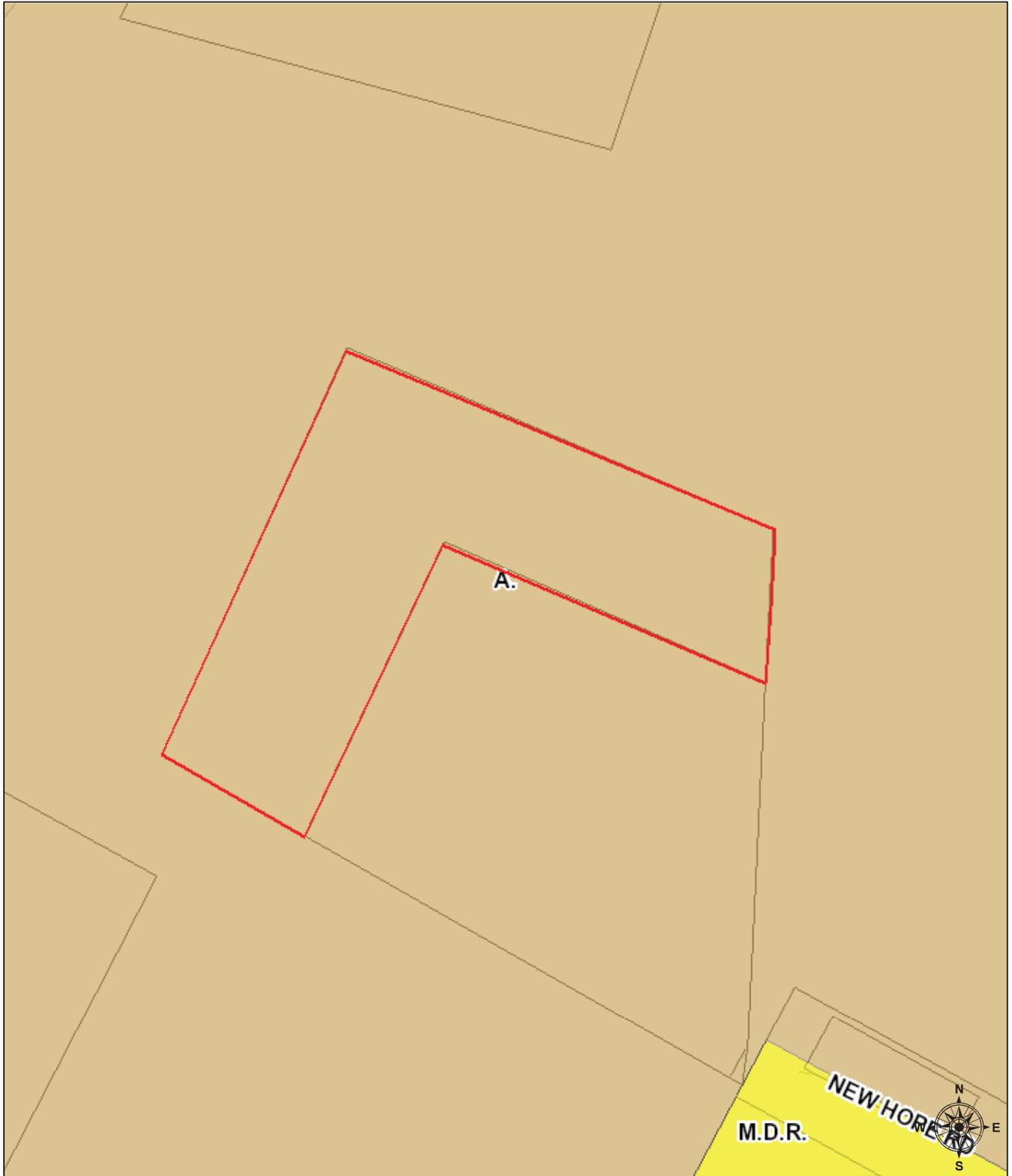


February 14, 2019

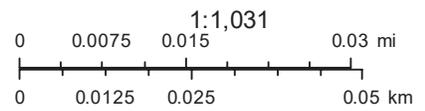


Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, © OpenStreetMap contributors, and the GIS User Community

FUTURE LAND USE

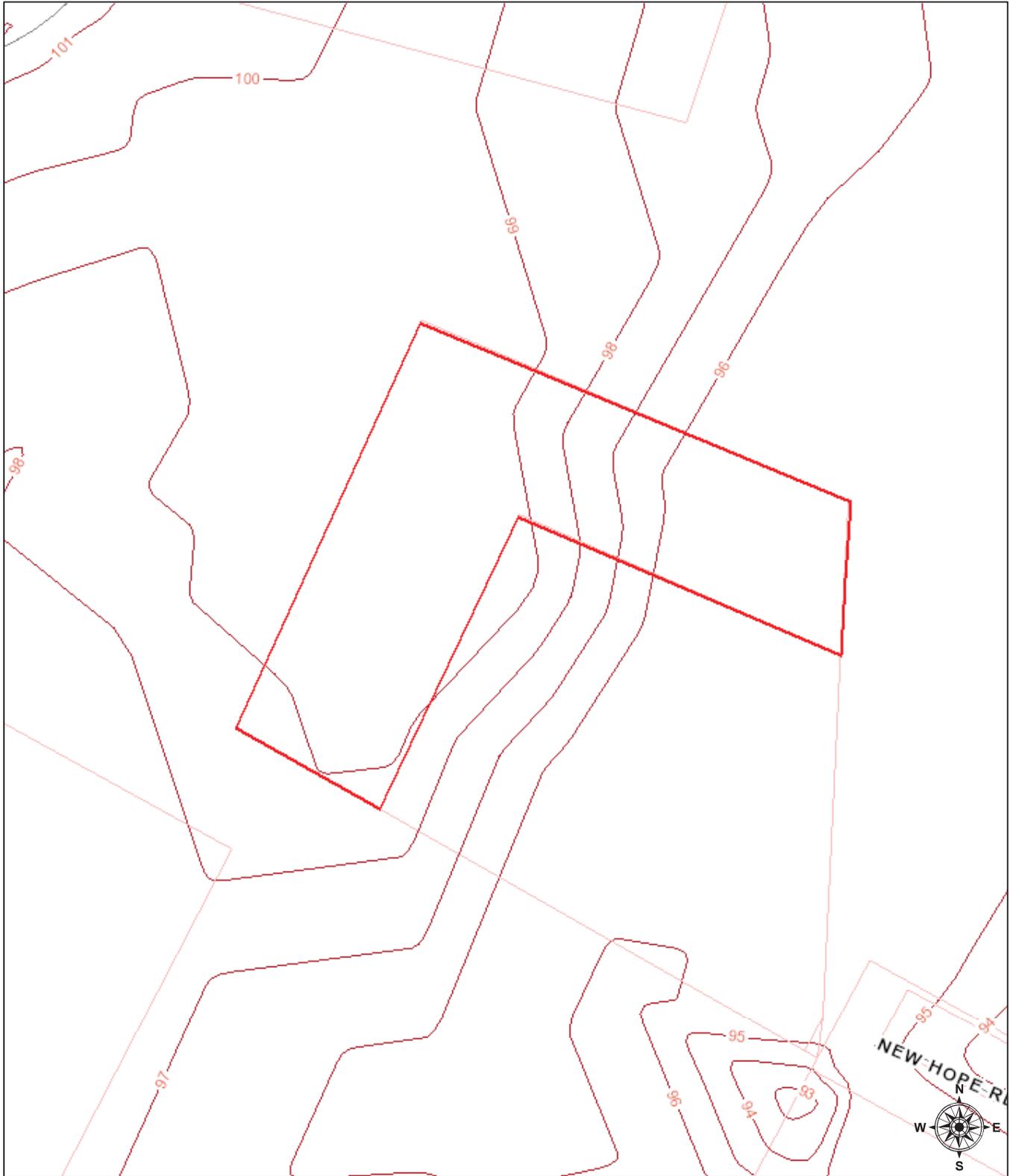


February 14, 2019



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CONTOURS



February 14, 2019

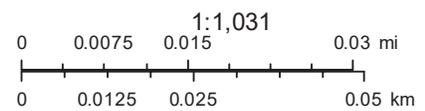
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Override 1

Streets

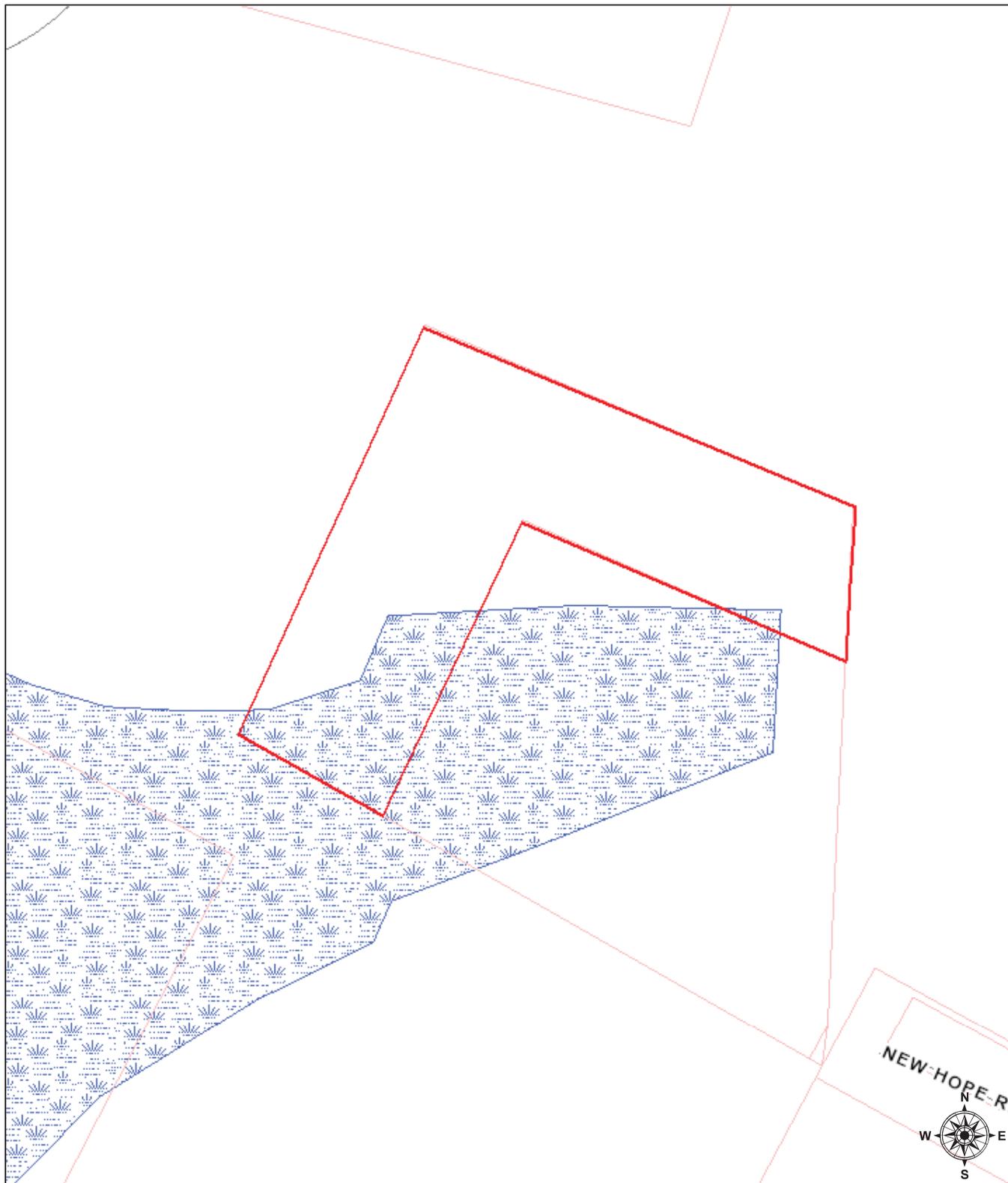
- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR

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



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

WETLANDS



February 14, 2019

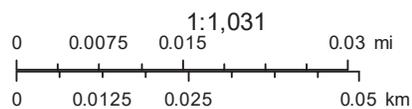
polygonLayer

Override 1

Streets

- PRINCIPAL ARTERIAL
- MINOR ARTERIAL
- COLLECTOR

- LOCAL ROAD
- ▭ Parcels
- ▨ Wetlands
- ▭ County Outline



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

COMPARABLE LAND SALE

COMPARABLE NO.: 1 RECORD NUMBER: 7949

CLASSIFICATION: COMMERCIAL LAND

DATE: 12/3/2014

LOCATION: 3020 NEW HOPE ROAD, PENSACOLA, FLORIDA

SALES PRICE: \$150,000

GRANTOR: SANTA ROSA BUSINESS HOLDING LIMITED PARTNERSHIP

GRANTEE: THE CITY OF PENSACOLA

REFERENCE: OR 7267 PAGE 1317

BRIEF LEGAL DESCRIPTION: PORTION OF SECTION 16-1S-29; ESCAMBIA COUNTY, FLORIDA

TERMS: CASH TO SELLER

ZONING: ATZ-1; AIRPORT TRANSITIONAL ZONE

HIGHEST AND BEST USE: RESIDENTIAL

LAND SIZE: 65,340 SQ. FT.

NUMBER OF ACRES: 1.5 ACRES

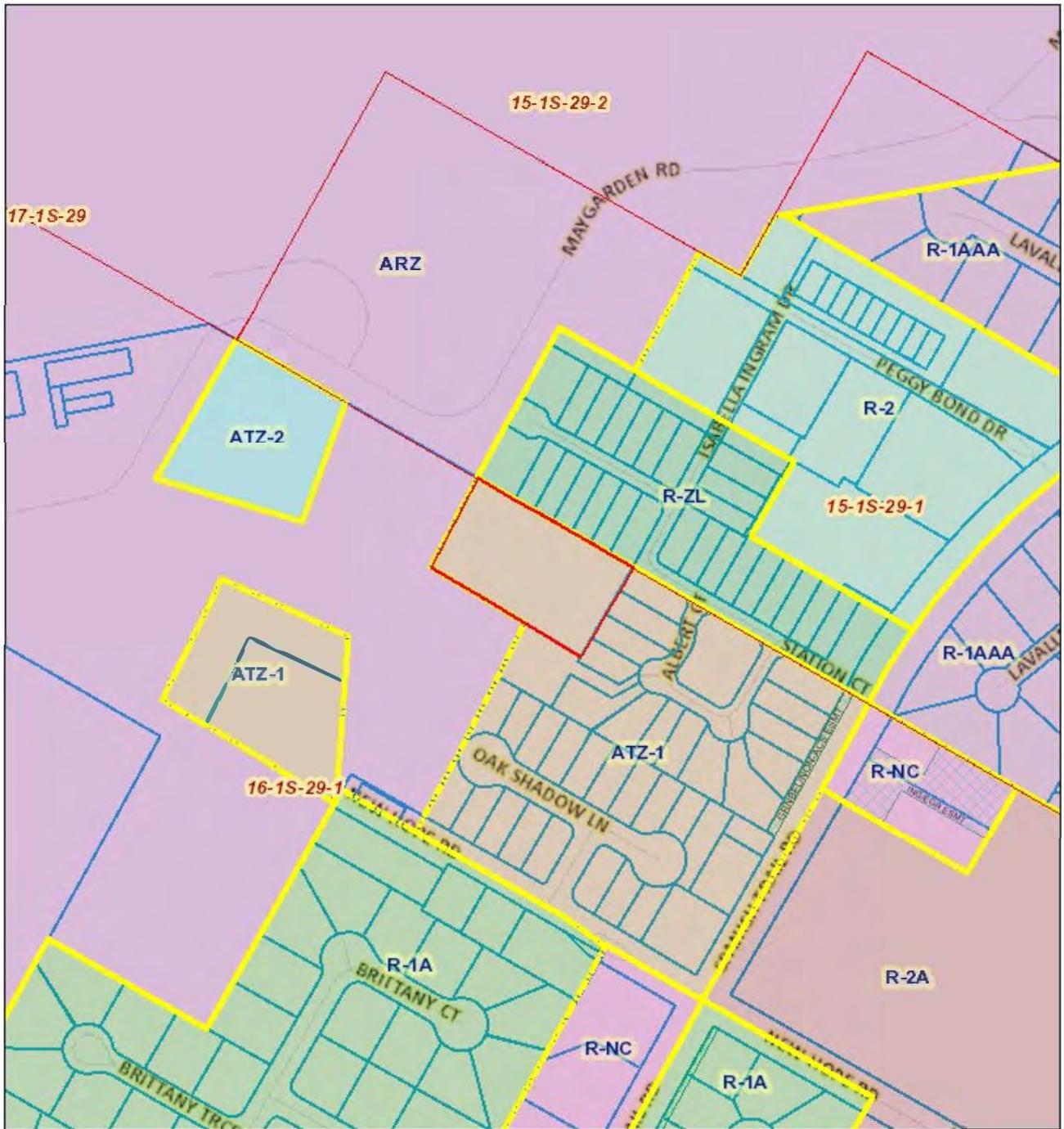
LAND UNIT PRICES:

PER SQUARE FOOT: \$2.30

PER ACRE: \$100,000

REMARKS:

- SHERRILL APPRAISAL COMPANY FILE #14-416
- LAND PARCEL LOCATED NORTH OF NEW HOPE ROAD, WEST OF SPANISH TRAIL ROAD.
- PROPERTY WAS APPARENTLY ACCESSED VIA AN UNPAVED EASEMENT.
- PARCEL WAS IMPROVED WITH A RESIDENTIAL STRUCTRE OF NOMINAL VALUE.
- PARCEL I.D. #: 16-1S-29-0201-000-000
- JURISDICTION: CITY OF PENSACOLA, FLORIDA.



March 6, 2019

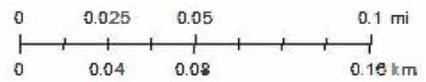
polygonLayer

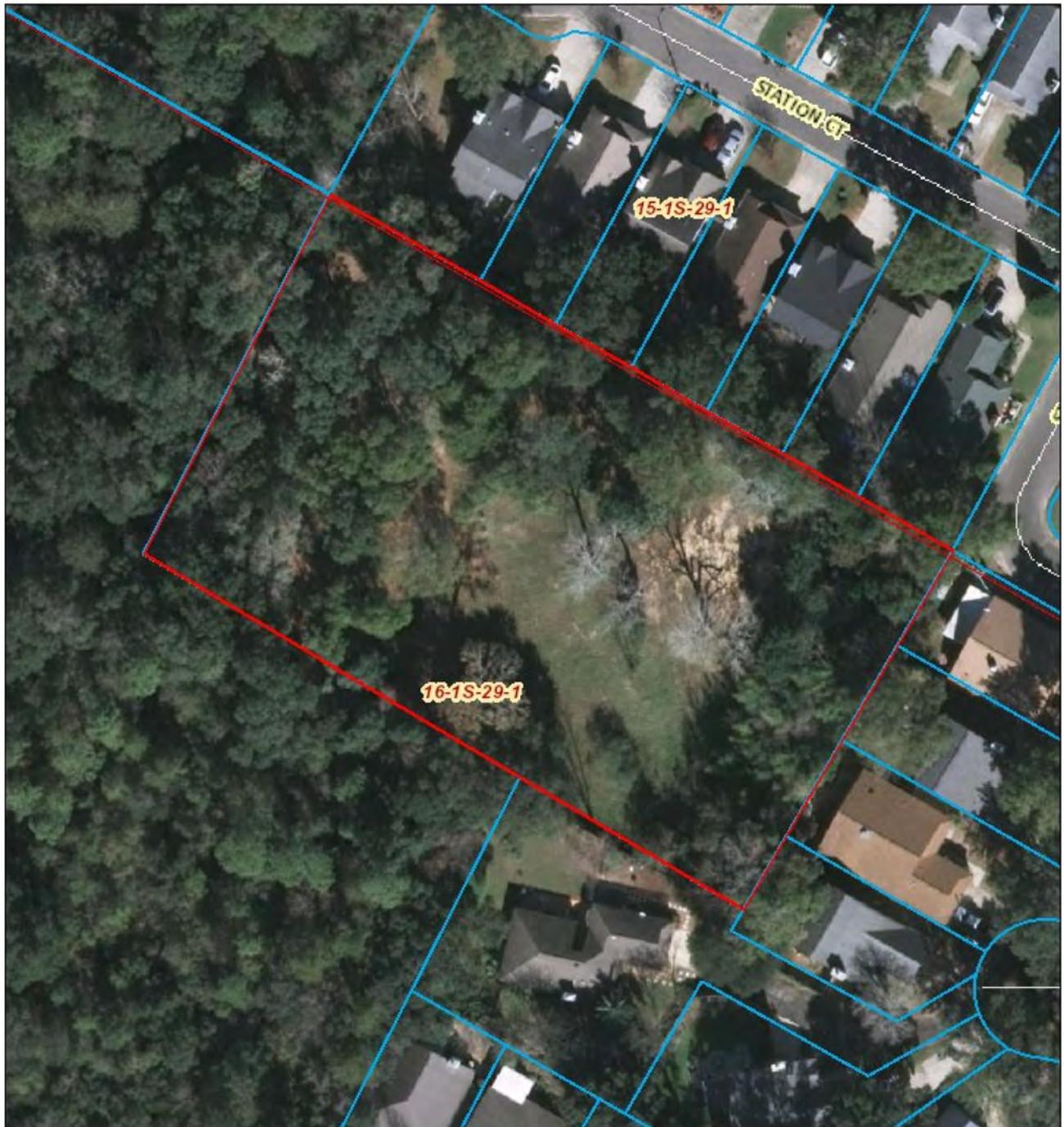
Override 1

 Map Grid

 Boundary

1:3,106





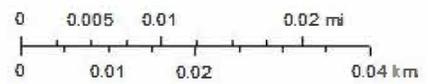
March 6, 2019

1:776

polygonLayer

Override 1

-  Map Grid
-  Boundary
-  Property Line



COMPARABLE LAND SALE

COMPARABLE NO.: 2 RECORD NUMBER: 7950

CLASSIFICATION: VACANT RESIDENTIAL

DATE: 08/26/2018 (PER DEED)

LOCATION: 4101 SPANISH TRAIL, PENSACOLA, FLORIDA

SALES PRICE: \$128,000

GRANTOR: THEODORE E. DAMPIER & EBBA KERSTIN
DAMPIER, TRUSTEES

GRANTEE: RONALD JOSEPH LOGDAHL & CENA MICHELLE
HARMON, TRUSTEES

REFERENCE: OR 7959 PAGE 380; MLS #534315

BRIEF LEGAL DESCRIPTION: PORTION OF SECTION 16-1S-29; ESCAMBIA
COUNTY, FLORIDA

TERMS: CASH TO SELLER

ZONING: R-1A; ONE AND TWO FAMILY RESIDENTIAL

HIGHEST AND BEST USE: RESIDENTIAL

LAND SIZE: 0.68 ACRE (29,621 SQ. FT.)

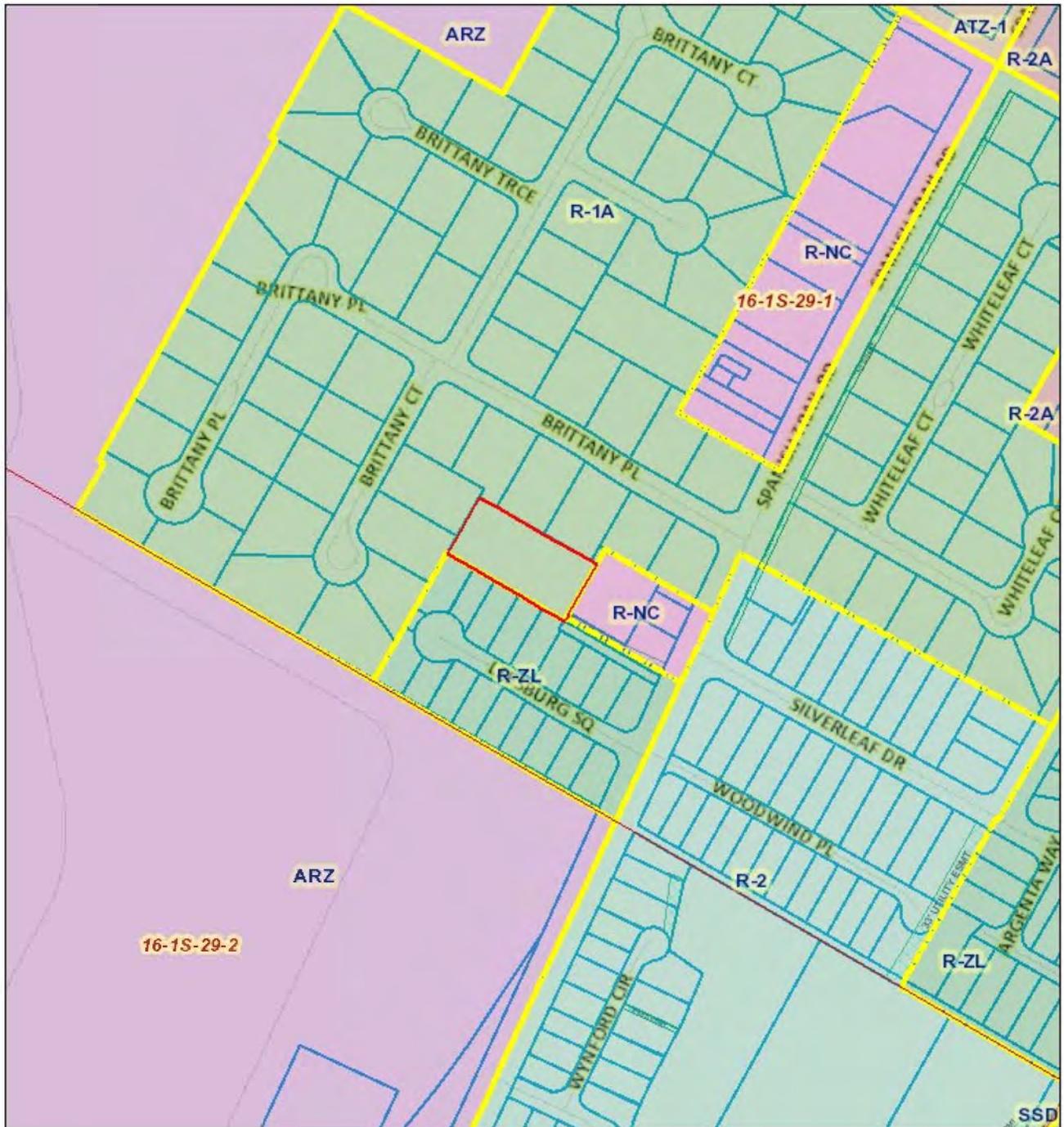
LAND UNIT PRICES:

PER SQUARE FOOT: \$4.32

PER ACRE: \$188,235.29

REMARKS:

- VACANT RESIDENTIAL PARCEL LOCATED WEST OF SPANISH TRAIL.
- PROPERTY IS ACCESSED VIA A 15-FOOT WIDE UNPAVED EASEMENT THAT EXTENDS FROM SPANISH TRAIL.
- PROPERTY WAS LISTED FOR SALE WITH EBBA DAMPIER REALTY, LLC AT A PRICE OF \$129,000 (MLS #534315). PROPERTY WAS ON THE MARKET FOR 97 DAYS BEFORE IT SOLD.
- PARCEL I.D. #: 16-1S-29-0205-000-001
- JURISDICTION: CITY OF PENSACOLA, FLORIDA.



March 6, 2019

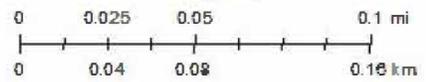
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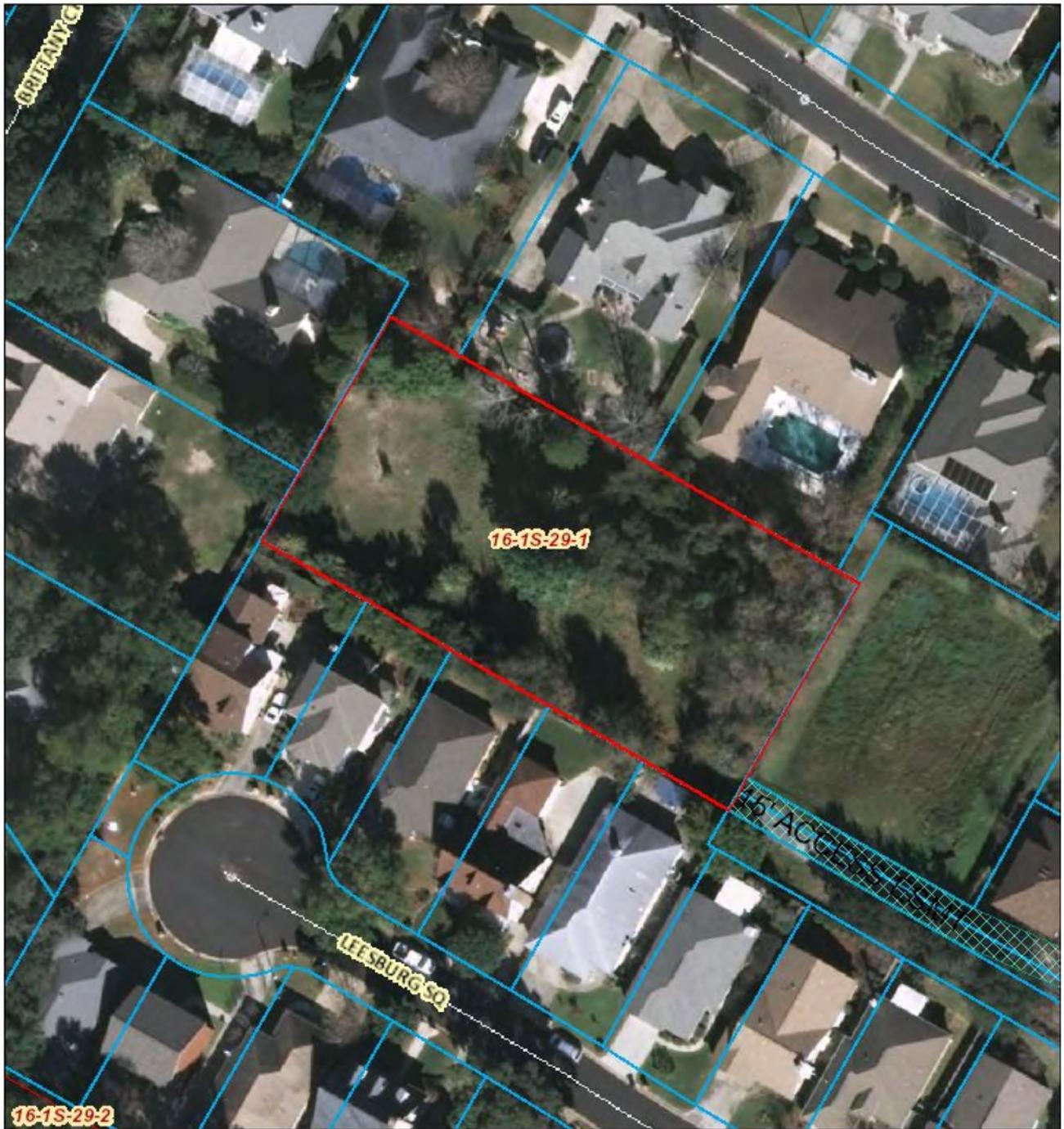
polygonLayer

Override 1

 Map Grid

 Boundary





March 6, 2019

polygonLayer

Override 1

- Map Grid
- Boundary
- Property Line

COMPARABLE LAND SALE

COMPARABLE NO.: 3 RECORD NUMBER: 7958

CLASSIFICATION: RESIDENTIAL LAND

DATE: 2/23/2018

LOCATION: 4016 MONTEIGNE DRIVE, PENSACOLA, FLORIDA

SALES PRICE: \$125,000

GRANTOR: MARK T. & ELISA G. WHIBBS
GRANTEE: MATTHEW LEE & KIMBERLY JOYCE PACE

REFERENCE: OR 7860; PAGE 674; MLS #528942

BRIEF LEGAL DESCRIPTION: PORTION OF SECTION 16-1S-29, ESCAMBIA COUNTY,
FLORIDA

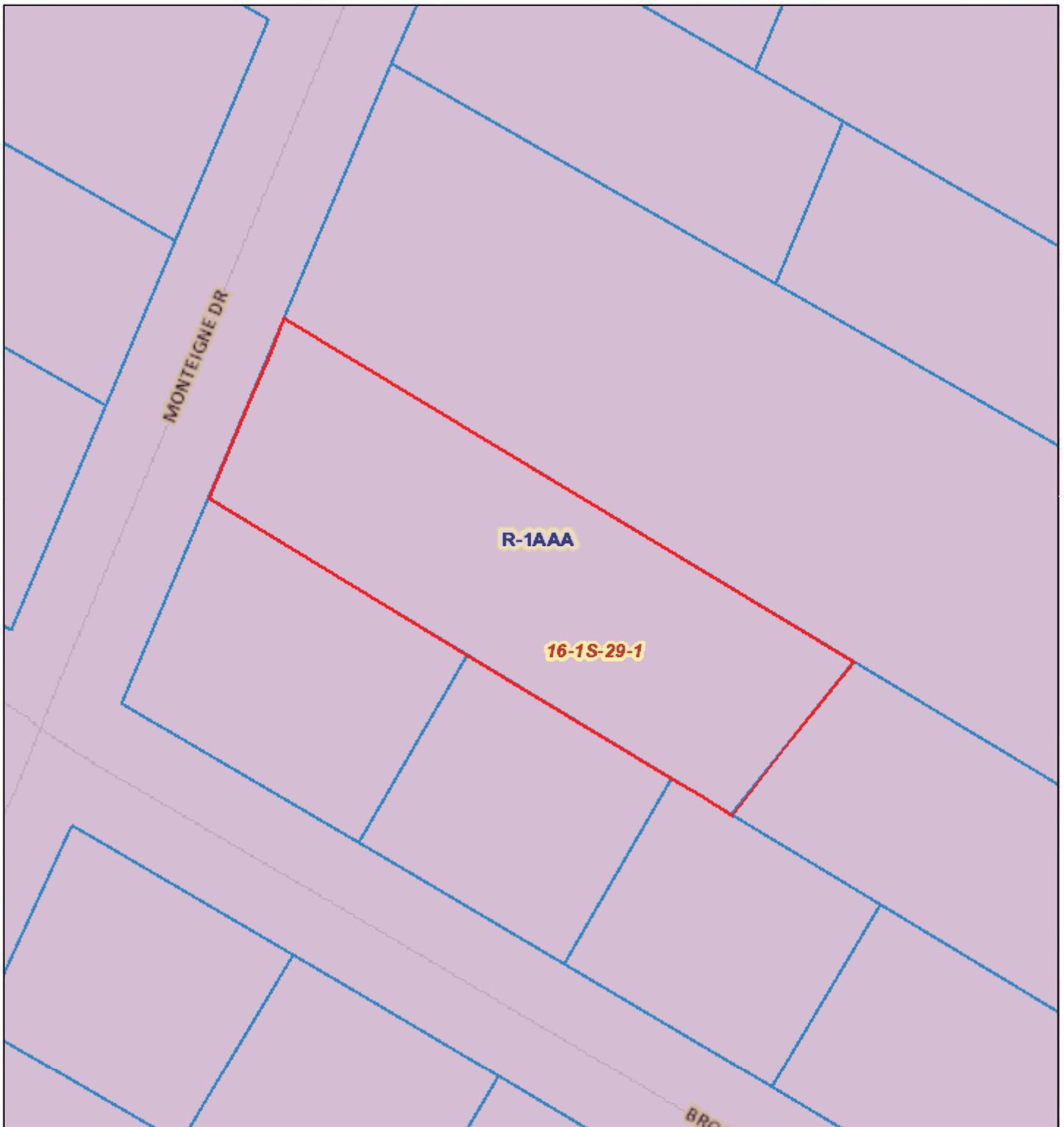
TERMS: CASH TO SELLER
ZONING: R-1AAA; SINGLE FAMILY RESIDENTIAL
HIGHEST AND BEST USE: RESIDENTIAL

LAND SIZE: 0.58 ACRE;
25,265 SQ. FT.

LAND UNIT PRICES:
PER SQUARE FOOT: \$4.95/SQ. FT.
PER ACRE: \$215,517/ACRE

REMARKS:

- VACANT RESIDENTIAL PARCEL LOCATED ON MONTEIGNE DRIVE IN BAYCLIFF ESTATES SUBDIVISION.
- PROPERTY WAS LISTED FOR SALE WITH COLDWELL BANKER RESIDENTIAL REAL ESTATE AT A PRICE OF \$130,000 (MLS #528942). PROPERTY WAS ON THE MARKET FOR 14 DAYS BEFORE IT SOLD.
- PARCEL I.D. #: 16-1S-29-0301-000-000
- JURISDICTION: CITY OF PENSACOLA, FLORIDA.



March 11, 2019

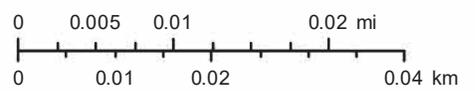
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polygonLayer

Override 1

 Map Grid

 Boundary





March 11, 2019

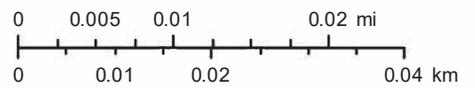
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polygonLayer

Override 1

Map Grid

Property Line



COMPARABLE LAND SALE

COMPARABLE NO.: 4 RECORD NUMBER: 7951

CLASSIFICATION: VACANT RESIDENTIAL LAND

DATE: 02/16/2019

LOCATION: 4100 BLOCK OF SPANISH TRAIL, PENSACOLA,
FLORIDA (CURRENT OFFERING)

SALES PRICE: \$39,900

GRANTOR: N/A – (CURRENT OFFERING)
GRANTEE: N/A – (CURRENT OFFERING)

REFERENCE: N/A – (CURRENT OFFERING); MLS #532776

BRIEF LEGAL DESCRIPTION: PORTION OF SECTION 16-1S-29; ESCAMBIA COUNTY,
FLORIDA

TERMS: N/A – (CURRENT OFFERING)
ZONING: R-NC; RESIDENTIAL NEIGHBORHOOD COMMERCIAL
HIGHEST AND BEST USE: OFFICE/RESIDENTIAL

LAND SIZE: 4,382 SQ. FT. (0.10 ACRE)
FRONT FEET: 57.92 FT.

LAND UNIT PRICES:
PER SQUARE FOOT: \$9.10
PER FRONT FOOT: \$688.88

REMARKS:

- VACANT PARCEL LOCATED ON THE WEST SIDE OF SPANISH TRAIL, SOUTH OF NEW HOPE ROAD.
- PROEPRTY IS LISTED FOR SALE WITH BETTER HOMES AND GARDENS REAL ESTATE MAIN STREET PROPERTIES AT A PRICE OF \$39,900 (MLS #532776).
- PARCEL I.D. #: 16-1S-29-0411-001-004
- JURISDICTION: CITY OF PENSACOLA, FLORIDA.



March 6, 2019

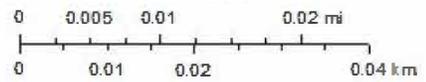
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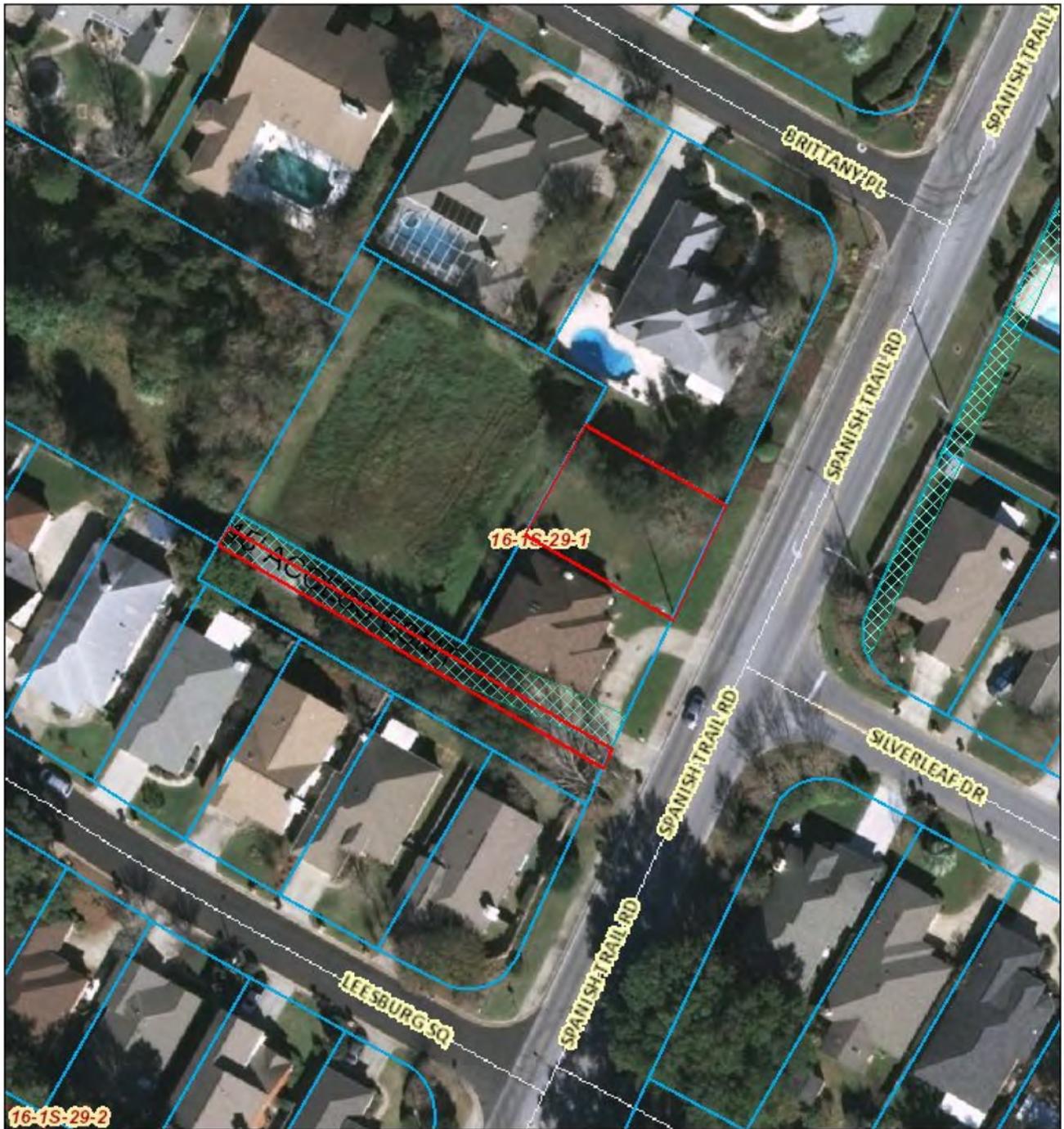
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Override 1

Map Grid

Boundary





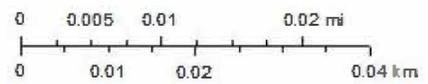
March 6, 2019

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polygonLayer

Override 1

- Map Grid
- Boundary
- Property Line



COMPARABLE LOCATION MAP



APPRAISER'S QUALIFICATIONS

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

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

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

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

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

CONTINUING EDUCATION:

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

Appraisal Institute

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

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, NAIOP (Commercial Real Estate Development Corporation)
Member, Pensacola Association of Realtors
Member, Florida Association of Realtors
Member, National Association of Realtors
Member, Branch Banking and Trust Company Local Advisory Board of Directors
Member, Pensacola Area Chamber of Commerce

CIVIC ACTIVITIES:

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	Gulf American SBL, Inc.
Aetna Realty Advisors	Gulf Coast Community Bank
Bank of America	GulfSouth Private 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
Barnett Bank Trust Company N. A.	Liberty Bank
BBVA Compass	Midway Water Company
Beach Community Bank	Metropolitan Life Insurance Company
Branch Banking & Trust (BB&T)	National Bank of Commerce (Alabama)
Canadian Imperial Bank of Commerce	National Asset Management Group
Catholic Church Diocese	Navy Federal Credit Union
Centennial 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
Dollar Bank	Recoll Management Corporation Insurance Co.
Dusco Property Management	Regions Bank
Episcopal Church Diocese	Sacred Heart Hospital
Equity Valuation Partners	Saltmarsh, Cleaveland & Gund
Escambia County, Florida	ServisFirst Bank
Escambia County Employees' Credit Union	Smart Bank
Escambia County Utilities Authority	Southern Company
Farm Credit of Northwest Florida	SunTrust Banks, Inc.
Fairfield Communities, Inc.	Synovus Financial
Federal Aviation Administration	Travellers Realty Investment Company
Federal Deposit Insurance Corporation	Tyndall Federal Credit Union
First Alabama Bank	United Bank (Alabama)
First American Bank	Valuation Management Group
First City Bank of Fort Walton Beach	Vanguard Bank & Trust Company
First Coast Community Bank	Various Estates, Attorney's, Accountants, Insurance
First National Bank of Commerce (Louisiana)	Companies, Churches, & Property Owners
First National Bank of Florida	Wachovia Corporation
First National Bank of Georgia	Waterfront Rescue Mission
First Navy Bank	Wells Fargo Bank
Fisher Brown Insurance Company (Cost Analysis)	Whitney National Bank
Ford Motor Company	WSRE Television
Florida Department of Transportation	

PARTIES AND DESCRIPTION OF PROPERTY

2* 1. SALE AND PURCHASE: LB PARK, LLC ("Seller")
3* and The City of Pensacola ("Buyer")

4 agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
5* Address: 3040 New Hope Rd, Pensacola, FL 32504
6* Legal Description: Folio: 161S290805000002
7* N 78 FT AND W 90 FT OF FOLLOWING DESCRIBED PROPERTY BEG AT NW COR OF SEC S
8* ALG W LY OF SEC 464 5/10 FT ELY AT ANG OF 85 DEG 679 4/10 FT FOR POB CONTINUE
9* SAME COURSE 271 8/10 FT SLY AT ANG OF 109 DEG 307 3/10 FT WLY AT ANG OF 64 DEG 20 MIN
10* 383 FT NLY 94 DEG 55 MIN 246 1/10 FT TO PQB OR 8015 P 383
11*
12* including all improvements and the following additional property:
13*
14*

PRICE AND FINANCING

15
16* 2. PURCHASE PRICE: \$ 100,500.00 payable by Buyer in U.S. funds as follows:
17* (a) \$ 0.00 Deposit received (checks are subject to clearance) on _____, _____ by
18* _____ for delivery to _____ ("Escrow Agent")
19* Signature Name of Company
20* (Address of Escrow Agent) aa
21* (Phone # of Escrow Agent)
22* (b) \$ 0.00 Additional deposit to be delivered to Escrow Agent by _____
23* or _____ days from Effective Date (10 days if left blank).
24* (c) 0 Total financing (see Paragraph 3 below) (express as a dollar amount or percentage)
25* (d) \$ 0.00 Other:
26* (e) \$ 100,500.00 Balance to close (not including Buyer's closing costs, prepaid items and prorations). All funds
27* paid at closing must be paid by locally drawn cashier's check, official check or wired funds.

28* [] (f) (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) The unit
29* used to determine the purchase price is [] lot [] acre [] square foot [] other (specify:
30* prorating areas of less than a full unit. The purchase price will be \$ _____ per unit based on a calculation of
31* total area of the Property as certified to Buyer and Seller by a Florida-licensed surveyor in accordance with Paragraph
32* 8(c) of this Contract. The following rights of way and other areas will be excluded from the calculation:
33*

34* 3. CASH/FINANCING: (Check as applicable) [X] (a) Buyer will pay cash for the Property with no financing contingency.
35* [] (b) This Contract is contingent on Buyer qualifying and obtaining the commitment(s) or approval(s) specified below (the
36* "Financing") within _____ days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever
37* occurs first) (the "Financing Period"). Buyer will apply for Financing within _____ days from Effective Date (5 days if left blank)
38* and will timely provide any and all credit, employment, financial and other information required by the lender. If Buyer, after
39* using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel this Contract
40* and Buyer's deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.
41* [] (1) New Financing: Buyer will secure a commitment for new third party financing for \$ _____ or
42* _____% of the purchase price at the prevailing interest rate and loan costs based on Buyer's creditworthiness. Buyer
43* will keep Seller and Broker fully informed of the loan application status and progress and authorizes the lender or
44* mortgage broker to disclose all such information to Seller and Broker.
45* [] (2) Seller Financing: Buyer will execute a [] first [] second purchase money note and mortgage to Seller in the
46* amount of \$ _____, bearing annual interest at _____% and payable as follows:
47*

48* The mortgage, note, and any security agreement will be in a form acceptable to Seller and will follow forms generally
49* accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's

50* Buyer (Signature) and Seller (Signature) acknowledge receipt of a copy of this page, which is Page 1 of 7 Pages.

option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days from Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.
 (3) **Mortgage Assumption:** **Buyer** will take title subject to and assume and pay existing first mortgage to _____

LN# _____ in the approximate amount of \$ _____ currently payable at \$ _____ per month including principal, interest, taxes and insurance and having a fixed other (describe) _____ interest rate of _____% which will will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the lender disapproves **Buyer**, or the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds \$ _____, either party may elect to pay the excess, failing which this agreement will terminate and **Buyer's** deposit(s) will be returned.

CLOSING

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on May 31, 2019 ("Closing Date"). Unless the Closing Date is specifically extended by the **Buyer** and **Seller** or by any other provision in this Contract, the Closing Date shall prevail over all other time periods including, but not limited to, financing and feasibility study periods. If on Closing Date insurance underwriting is suspended, **Buyer** may postpone closing up to 5 days after the insurance suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller**-provided title evidence, surveys, association documents and other items.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's checks if **Seller** requests in writing at least 5 days prior to closing) and brokerage fees to Broker as per Paragraph 17. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:

~~Taxes on the deed~~

Recording fees for documents needed to cure title

Title evidence (if applicable under Paragraph 8)

Other: _____

(b) Buyer Costs:

Taxes and recording fees on notes and mortgages

Recording fees on the deed and financing statements

Loan expenses

Lender's title policy at the simultaneous issue rate

Inspections

Survey and sketch

Insurance

Other: **Taxes on the deed** _____

(c) Title Evidence and Insurance: Check (1) or (2):

(1) The title evidence will be a Paragraph 8(a)(1) owner's title insurance commitment. **Seller** will select the title agent and will pay for the owner's title policy, search, examination and related charges or **Buyer** will select the title agent and pay for the owner's title policy, search, examination and related charges or **Buyer** will select the title agent and **Seller** will pay for the owner's title policy, search, examination and related charges.

(2) **Seller** will provide an abstract as specified in Paragraph 8(a)(2) as title evidence. **Seller** **Buyer** will pay for the owner's title policy and select the title agent. **Seller** will pay fees for title searches prior to closing, including tax search and lien search fees, and **Buyer** will pay fees for title searches after closing (if any), title examination fees and closing fees.

(d) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes, interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions. **PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.**

(e) Special Assessment by Public Body: Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of the assessment

Buyer (_____) and **Seller** (_____) acknowledge receipt of a copy of this page, which is Page 2 of 7 Pages.

111 if an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing, and **Buyer** will pay
112* all other amounts. If special assessments may be paid in installments **Buyer** **Seller** (if left blank, **Buyer**) shall pay installments
113 due after closing. If **Seller** is checked, **Seller** will pay the assessment in full prior to or at the time of closing. Public body does
114 not include a Homeowner Association or Condominium Association.

115 **(f) Tax Withholding:** If **Seller** is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code
116 requires **Buyer** to withhold 10% of the amount realized by the **Seller** on the transfer and remit the withheld amount to the
117 Internal Revenue Service (IRS) unless an exemption applies. The primary exemptions are (1) **Seller** provides **Buyer** with an
118 affidavit that **Seller** is not a "foreign person", (2) **Seller** provides **Buyer** with a Withholding Certificate providing for reduced or
119 eliminated withholding, or (3) the gross sales price is \$300,000 or less, **Buyer** is an individual who purchases the Property to
120 use as a residence, and **Buyer** or a member of **Buyer's** family has definite plans to reside at the Property for at least 50% of
121 the number of days the Property is in use during each of the first two 12 month periods after transfer. The IRS requires **Buyer**
122 and **Seller** to have a U.S. federal taxpayer identification number ("TIN"). **Buyer** and **Seller** agree to execute and deliver as
123 directed any instrument, affidavit or statement reasonably necessary to comply with FIRPTA requirements including applying
124 for a TIN within 3 days from Effective Date and delivering their respective TIN or Social Security numbers to the Closing Agent.
125 If **Seller** applies for a withholding certificate but the application is still pending as of closing, **Buyer** will place the 10% tax in
126 escrow at **Seller's** expense to be disbursed in accordance with the final determination of the IRS, provided **Seller** so requests
127 and gives **Buyer** notice of the pending application in accordance with Section 1445. If **Buyer** does not pay sufficient cash at
128 closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the
129 requirement. **Buyer** will timely disburse the funds to the IRS and provide **Seller** with copies of the tax forms and receipts.

130 **(g) 1031 Exchange:** If either **Seller** or **Buyer** wishes to enter into a like-kind exchange (either simultaneously with closing or
131 after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects
132 to effectuate the Exchange including executing documents; provided, however, that the cooperating party will incur no liability
133 or cost related to the Exchange and that the closing shall not be contingent upon, extended or delayed by the Exchange.

134 **PROPERTY CONDITION**

135 **6. LAND USE:** **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, with conditions
136 resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will maintain the landscaping and
137 grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property's
138 condition without the **Buyer's** prior written consent.

139 **(a) Flood Zone:** **Buyer** is advised to verify by survey, with the lender and with appropriate government agencies which
140 flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and
141 rebuilding in the event of casualty.

142 **(b) Government Regulation:** **Buyer** is advised that changes in government regulations and levels of service which
143 affect **Buyer's** intended use of the Property will not be grounds for canceling this Contract if the Feasibility Study
144 Period has expired or if **Buyer** has checked choice (c)(2) below.

145 **(c) Inspections: (check (1) or (2) below)**

146* **(1) Feasibility Study:** **Buyer** will, at **Buyer's** expense and within _____ days from Effective Date ("Feasibility Study
147* Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for _____
148* _____ use. During the Feasibility Study Period, **Buyer** may conduct a Phase I environmental
149 assessment and any other tests, analyses, surveys and investigations ("Inspections") that **Buyer** deems necessary to
150 determine to **Buyer's** satisfaction the Property's engineering, architectural and environmental properties; zoning and
151 zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities;
152 consistency with local, state and regional growth management plans; availability of permits, government approvals, and
153 licenses; and other Inspections that **Buyer** deems appropriate to determine the Property's suitability for the **Buyer's**
154 intended use. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies.
155 **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals.

156 **Seller** gives **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Feasibility
157 Study Period for the purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and
158 assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless
159 from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, expenses and liability
160 incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of
161 any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a
162 construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not
163 close, **Buyer** will, at **Buyer's** expense, (1) repair all damages to the Property resulting from the Inspections and
164 return the Property to the condition it was in prior to conduct of the Inspections, and (2) release to **Seller** all reports
165 and other work generated as a result of the Inspections.

166 **Buyer** will deliver written notice to **Seller** prior to the expiration of the Feasibility Study Period of **Buyer's**
167 determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement
168 will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property
169 is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed
170 terminated as of the day after the Feasibility Study period ends and **Buyer's** deposit(s) will be returned after Escrow
171 Agent receives proper authorization from all interested parties.

172* **(2) No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being
173 satisfied that either public sewerage and water are available to the Property or the Property will be approved for the

174* **Buyer**  (_____) and **Seller**  (_____) acknowledge receipt of a copy of this page, which is Page 3 of 7 Pages.

175 installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations
176 and restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental
177 conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.
178 **(d) Subdivided Lands:** If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any
179 contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots,
180 parcels, units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into
181 50 or more lots, parcels, units, or interests which are offered as a part of a common promotional plan.", **Buyer** may
182 cancel this Contract for any reason whatsoever for a period of 7 business days from the date on which **Buyer** executes
183 this Contract. If **Buyer** elects to cancel within the period provided, all funds or other property paid by **Buyer** will be
184 refunded without penalty or obligation within 20 days of the receipt of the notice of cancellation by the developer.

185 **7. RISK OF LOSS; EMINENT DOMAIN:** If any portion of the Property is materially damaged by casualty before closing,
186 or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings,
187 or if an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may cancel this Contract
188 by written notice to the other within 10 days from **Buyer's** receipt of **Seller's** notification, failing which **Buyer** will close in
189 accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

190 TITLE

191 **8. TITLE:** **Seller** will convey marketable title to the Property by statutory warranty deed or trustee, personal representative
192 or guardian deed as appropriate to **Seller's** status.

193 **(a) Title Evidence:** Title evidence will show legal access to the Property and marketable title of record in **Seller** in
194 accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of
195 which prevent **Buyer's** intended use of the Property as **vacant land**; covenants, easements and
196 restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if
197 there is no right of entry; current taxes; mortgages that **Buyer** will assume; and encumbrances that **Seller** will discharge at
198 or before closing. **Seller** will deliver to **Buyer** **Seller's** choice of one of the following types of title evidence,
199 which must be generally accepted in the county where the Property is located (specify in Paragraph 5(c) the selected
200 type). **Seller** will use option (1) in Palm Beach County and option (2) in Miami-Dade County.

201 **(1) A title insurance commitment** issued by a Florida-licensed title insurer in the amount of the purchase price and
202 subject only to title exceptions set forth in this Contract and delivered no later than 2 days before Closing Date.

203 **(2) An existing abstract of title** from a reputable and existing abstract firm (if firm is not existing, then abstract must be
204 certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the
205 Property recorded in the public records of the county where the Property is located and certified to Effective Date.
206 However if such an abstract is not available to **Seller**, then a **prior owner's title policy** acceptable to the proposed insurer
207 as a base for reissuance of coverage. **Seller** will pay for copies of all policy exceptions and an update in a format
208 acceptable to **Buyer's** closing agent from the policy effective date and certified to **Buyer** or **Buyer's** closing agent,
209 together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to
210 **Seller** then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

211 **(b) Title Examination:** **Buyer** will examine the title evidence and deliver written notice to **Seller**, within 5 days from receipt
212 of title evidence but no later than Closing Date, of any defects that make the title unmarketable. **Seller** will have 30 days
213 from receipt of **Buyer's** notice of defects ("Curative Period") to cure the defects at **Seller's** expense. If **Seller** cures the
214 defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and the parties will close the transaction on
215 Closing Date or within 10 days from **Buyer's** receipt of **Seller's** notice if Closing Date has passed. If **Seller** is unable to
216 cure the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and **Buyer** will, within 10 days from
217 receipt of **Seller's** notice, either cancel this Contract or accept title with existing defects and close the transaction.

218 **(c) Survey:** **Buyer** may, prior to Closing Date and at **Buyer's** expense, have the Property surveyed and deliver written
219 notice to **Seller**, within 5 days from receipt of survey but no later than 5 days prior to closing, of any encroachments on
220 the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any
221 such encroachment or violation will be treated in the same manner as a title defect and **Buyer's** and **Seller's** obligations
222 will be determined in accordance with subparagraph (b) above.

223 **(d) Coastal Construction Control Line:** If any part of the Property lies seaward of the coastal construction control line as
224 defined in Section 161.053 of the Florida Statutes, **Seller** shall provide **Buyer** with an affidavit or survey as required by law
225 delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased
226 may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation
227 of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection of marine
228 turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether
229 there are significant erosion conditions associated with the shoreline of the Property being purchased.

230* **Buyer** waives the right to receive a CCCL affidavit or survey.

231 MISCELLANEOUS

232 **9. EFFECTIVE DATE; TIME; FORCE MAJEURE:**

233 **(a) Effective Date:** The "Effective Date" of this Contract is the date on which the last of the parties initials or signs and
234 delivers final offer or counteroffer. **Time is of the essence for all provisions of this Contract.**

235 **(b) Time:** All time periods expressed as days will be computed in business days (a "business day" is every calendar day
236 except Saturday, Sunday and national legal holidays). If any deadline falls on a Saturday, Sunday or national legal

237* **Buyer**  (____) and **Seller**  (____) acknowledge receipt of a copy of this page, which is Page 4 of 7 Pages.

238 holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the
239 county where the Property is located) of the appropriate day.
240 **(c) Force Majeure: Buyer or Seller** shall not be required to perform any obligation under this Contract or be liable to
241 each other for damages so long as the performance or non-performance of the obligation is delayed, caused or prevented
242 by an act of God or force majeure. An "act of God" or "force majeure" is defined as hurricanes, earthquakes, floods, fire,
243 unusual transportation delays, wars, insurrections and any other cause not reasonably within the control of the **Buyer** or
244 **Seller** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or
245 overcome. All time periods, including Closing Date, will be extended (not to exceed 30 days) for the period that the force
246 majeure or act of God is in place. In the event that such "act of God" or "force majeure" event continues beyond the 30
247 days in this sub-paragraph, either party may cancel the Contract by delivering written notice to the other and **Buyer's**
248 deposit shall be refunded.

249 **10. NOTICES:** All notices shall be in writing and will be delivered to the parties and Broker by mail, personal delivery or
250 electronic media. **Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract,**
251 **regarding any contingencies will render that contingency null and void and the Contract will be construed as if the**
252 **contingency did not exist. Any notice, document or item delivered to or received by an attorney or licensee (including a**
253 **transaction broker) representing a party will be as effective as if delivered to or by that party.**

254 **11. COMPLETE AGREEMENT:** This Contract is the entire agreement between **Buyer** and **Seller**. **Except for brokerage**
255 **agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.**
256 Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to be bound.
257 This Contract, signatures, initials, documents referenced in this Contract, counterparts and written modifications
258 communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten
259 or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or
260 becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Buyer** and **Seller** will use diligence
261 and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public records.

262 **12. ASSIGNABILITY; PERSONS BOUND:** **Buyer** may not assign this Contract without **Seller's** written consent. The terms
263 "**Buyer,**" "**Seller,**" and "**Broker**" may be singular or plural. This Contract is binding on the heirs, administrators, executors,
264 personal representatives and assigns (if permitted) of **Buyer, Seller** and **Broker**.

265 **DEFAULT AND DISPUTE RESOLUTION**

266 **13. DEFAULT: (a) Seller Default:** If for any reason other than failure of **Seller** to make **Seller's** title marketable after diligent effort,
267 **Seller** fails, refuses or neglects to perform this Contract, **Buyer** may choose to receive a return of **Buyer's** deposit without
268 waiving the right to seek damages or to seek specific performance as per Paragraph **14**. **Seller** will also be liable to **Broker** for
269 the full amount of the brokerage fee. **(b) Buyer Default:** If **Buyer** fails to perform this Contract within the time specified, including
270 timely payment of all deposits, **Seller** may choose to retain and collect all deposits paid and agreed to be paid as liquidated
271 damages or to seek specific performance as per Paragraph **14**; and **Broker** will, upon demand, receive 50% of all deposits
272 paid and agreed to be paid (to be split equally among **Brokers**) up to the full amount of the brokerage fee.

273 **14. DISPUTE RESOLUTION:** This Contract will be construed under Florida law. All controversies, claims, and other matters in
274 question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

275 **(a) Disputes concerning entitlement to deposits made and agreed to be made:** **Buyer** and **Seller** will have 30 days from
276 the date conflicting demands are made to attempt to resolve the dispute through **mediation**. If that fails, Escrow Agent
277 will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the
278 Florida Real Estate Commission ("FREC"). **Buyer** and **Seller** will be bound by any resulting award, judgment or order. A
279 broker's obligation under Chapter 475, FS and the FREC rules to timely notify the FREC of an escrow dispute and timely
280 resolve the escrow dispute through mediation, arbitration, interpleader, or an escrow disbursement order, if the broker so
281 chooses, applies only to brokers and does not apply to title companies, attorneys or other escrow companies.

282 **(b) All other disputes:** **Buyer** and **Seller** will have 30 days from the date a dispute arises between them to attempt to
283 resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding
284 **arbitration** in the county where the Property is located. The arbitrator may not alter the Contract terms or award any
285 remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will
286 state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will
287 be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related
288 disputes. Any disputes with a real estate licensee named in Paragraph **17** will be submitted to arbitration only if the
289 licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.

290 **(c) Mediation and Arbitration; Expenses:** "Mediation" is a process in which parties attempt to resolve a dispute by
291 submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a
292 settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or
293 other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in
294 which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is
295 binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties.
296 Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally split the
297 arbitrators' fees and administrative fees of arbitration. In a civil action to enforce an arbitration award, the prevailing party to the
298 arbitration shall be entitled to recover from the nonprevailing party reasonable attorneys' fees, costs and expenses.

299 **Buyer**  () and **Seller**  () acknowledge receipt of a copy of this page, which is Page 5 of 7 Pages.

ESCROW AGENT AND BROKER

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15. ESCROW AGENT: Buyer and Seller authorize Escrow Agent to receive, deposit and hold funds and other items in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to Buyer or Seller, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

16. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the Coastal Construction Control Line, etc.) and for tax, property condition, environmental and other specialized advice. Buyer acknowledges that Broker does not reside in the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. Buyer agrees to rely solely on Seller, professional inspectors and governmental agencies for verification of the Property condition and facts that materially affect Property value. Buyer and Seller respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from Buyer's or Seller's misstatement or failure to perform contractual obligations. Buyer and Seller hold harmless and release Broker and Broker's officers, directors, agents and employees from all liability for loss or damage based on (1) Buyer's or Seller's misstatement or failure to perform contractual obligations; (2) Broker's performance, at Buyer's and/or Seller's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; (3) products or services provided by any vendor; and (4) expenses incurred by any vendor. Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

17. BROKERS: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." Instruction to Closing Agent: Seller and Buyer direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the brokers, except to the extent Broker has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below. This paragraph will not be used to modify any MLS or other offer of compensation made by Seller or listing broker to cooperating brokers.

NOT APPLICABLE	NOT APPLICABLE
Selling Sales Associate/License No. _____	Selling Firm/Brokerage Fee: (\$ or % of Purchase Price) _____
NOT APPLICABLE	NOT APPLICABLE
Listing Sales Associate/License No. _____	Listing Firm/Brokerage fee: (\$ or % of Purchase Price) _____

ADDITIONAL TERMS

18. ADDITIONAL TERMS:
Contract is contingent on The City of Pensacola's City Council approval of the purchase at the 5/16/19 City Council meeting. If the purchase is not approved by the City Council, the contract becomes null and void.

Buyer () and Seller () acknowledge receipt of a copy of this page, which is Page 6 of 7 Pages.
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376 This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

OFFER AND ACCEPTANCE

378* (Check if applicable: Buyer received a written real property disclosure statement from Seller before making this Offer.)
379 Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a
380 copy delivered to Buyer no later than 5:00 a.m. p.m. on April 5, 2019, this offer will be
381 revoked and Buyer's deposit refunded subject to clearance of funds.

COUNTER OFFER/ REJECTION

382
383* Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a
384 copy of the acceptance to Seller. Unless otherwise stated, the time for acceptance of any counteroffers shall be 2 days from
385 the date the counter is delivered. Seller rejects Buyer's offer.

386* Date: 4/3/19 Buyer: [Signature] Andrea L. Kvesch, Jr
387* Print name: City of Pensacola/Pensacola International Airport

388* Date: _____ Buyer: _____
389* Phone: _____ Print name: _____
390* Fax: _____ Address: _____
391* E-mail: _____

392* Date: 4/3/19 Seller: [Signature]
393* Print name: JOSHUA SEHRACEN MGR

394* Date: _____ Seller: _____
395* Phone: _____ Print name: _____
396* Fax: _____ Address: _____
397* E-mail: _____

398* **Effective Date:** _____ (The date on which the last party signed or initialed and delivered the final offer or counteroffer.)

399* Buyer [Signature] (_____) and Seller [Signature] (_____) acknowledge receipt of a copy of this page, which is Page 7 of 7 Pages.

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Memorandum

File #: 19-00197

City Council

5/16/2019

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

INTERLOCAL AGREEMENT FOR USE OF THE ESCAMBIA COUNTY RAYMOND RIDDLE PARK BY THE CITY OF PENSACOLA BETWEEN ESCAMBIA COUNTY, FLORIDA AND THE CITY OF PENSACOLA, FLORIDA

RECOMMENDATION:

That City Council approve an Interlocal Agreement with Escambia County, Florida for the purpose of using Raymond Riddle Park for the City's athletic programs at no additional costs to the City. Further, that City Council authorize the Mayor to take all actions necessary to execute the Interlocal Agreement.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On March 8, 2018, City Council approved an Interlocal Agreement with Escambia County for the purpose of using Raymond Riddle Park for the City's athletic programs that were residing at Bill Gregory Park during renovations to its stormwater infrastructure. The Interlocal Agreement allowed the City to continue to administer the athletic programs that had been scheduled to take place at Bill Gregory Park. With the construction work completed, programs have resumed at Bill Gregory Park, however the construction project resulted in the elimination of one ballfield at Bill Gregory Park. Therefore, based on the demand for programs in that area, the County has agreed to allow the City to continue to use the Raymond Riddle Park. The agreement for the use of Raymond Riddle Park is for a one-year term.

The City agrees to continue to pay all monthly utilities and other costs associated with activities during this time frame as noted in the agreement. At its March 7, 2019 meeting the Board of County Commissioners approved the Interlocal Agreement for the use of the Raymond Riddle Park. Although the City does not seek to make a profit on its athletic activities, any fees that are collected to run the programs will remain exclusive property of the City.

PRIOR ACTION:

March 8, 2018 - City Council approved an Interlocal Agreement with Escambia County, Florida for the purpose of using Raymond Riddle Park for the City's athletic programs while Bill Gregory was undergoing renovations.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

5/1/2019

STAFF CONTACT:

Christopher L. Holley, City Administrator
Brian Cooper, Parks and Recreation Director

ATTACHMENTS:

- 1) Raymond Riddle Park Interlocal Agreement

PRESENTATION: No

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**INTERLOCAL AGREEMENT FOR USE OF THE RAYMOND
RIDDLE PARK BY THE CITY OF PENSACOLA
BETWEEN ESCAMBIA COUNTY, FLORIDA
AND THE CITY OF PENSACOLA, FLORIDA**

THIS AGREEMENT is made by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "County"), with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 and the City of Pensacola, a municipal corporation created and existing under the laws of the State of Florida, (hereinafter referred to as the "City") with administrative offices at 222 West Main St., Pensacola, Florida 32502 (at times referred to as "party" or "parties" or "agency" or "agencies").

WITNESSETH:

WHEREAS, the parties have legal authority to perform general governmental services within their respective jurisdictions; and

WHEREAS, the parties are authorized by §163.01, Florida Statutes, to enter into Interlocal Agreements and thereby cooperatively utilize their powers and resources in the most efficient manner possible; and

WHEREAS, Escambia County owns certain real property located at 1704 North "W" Street, Pensacola, Florida, 32505 (hereinafter referred to as the "Property"); and

WHEREAS, the Property is a currently developed and operated by the County as Raymond Riddle Park, for use by the citizens of Escambia County and by citizens of the City of Pensacola, Florida for recreational purposes; and

WHEREAS, the County desires to allow access and use of the Property by the City during such times as mutually agreed upon by the parties for continued benefit of its citizens; and

WHEREAS, the parties have determined that it is in the best interest of the health, safety, and welfare of the citizens of both the incorporated and unincorporated areas of Escambia County that the City and County enter into this agreement for joint use of the Property and for payment by the City of certain costs as provided herein.

NOW THEREFORE, for an in consideration of the mutual covenants contained herein and the mutual benefits each unto the other, and for other good and valuable consideration, the parties to this Agreement hereby agree as follows:

Article 1
Purpose

- 1.1 The recitals contained in the Preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.
- 1.2 Pursuant to §163.01, Florida Statutes, this Agreement establishes the conditions, extent, and mechanism whereby the parties will establish a framework for use of the Property and for payment of certain costs for recreational purposes.

Article 2
Responsibilities of the Parties

- 2.1 The County agrees to allow use and access of the Property by the City of Pensacola Parks and Recreation Department for various youth and adult programs, including but not limited to, baseball, t-ball, soccer, and kickball programs for a term not to exceed one year, unless extended by amendment as provided in paragraph 3.1.
- 2.2 The City agrees that the Property will remain available for use by other citizens and community organizations at all times for activities which do not interfere with the City's scheduled activities.
- 2.3 The City agrees that during the term of this Agreement, the City will administer various athletic programs at the Property for the public's benefit and will organize team athletic events in accordance with the terms of this Agreement.
- 2.4 The City may charge a fee for participation in its events and programs, provided however, that any fee charged cannot exceed anticipated expenses directly associated with its programs.
- 2.5 The City shall be responsible for all field preparation during its use of the Property, including but not limited to, chalking, dragging, paint lining, adding clay/dirt/sand and otherwise preparing fields for athletic play.
- 2.6 The City shall be responsible for payment of all monthly utilities during its use of the Property, including but not limited to, water, gas, electric, telephone, sewage, garbage disposal, janitorial, safety equipment, and

any other utility bills related to the Property during the term of the Agreement.

- 2.7 The City shall maintain and clean the premises in a safe and orderly condition, normal wear and tear excepted, including but not limited to grounds maintenance, facility maintenance, and fence maintenance.
- 2.8 In the event it is determined that damage to the Property has occurred due to abuse or misuse by the City, the City shall be responsible for the necessary repair and must return the Property to its pre-damaged condition.
- 2.9 The City shall notify the County as soon as possible of any structural or maintenance issues occurring on the Property.
- 2.10 At all times mutually agreeable to the parties, the City shall be allowed access and use of the Property for recreational purposes.
- 2.11 Revenue and income derived from the activities of the City or its recreational programs at the property during the term of this Agreement are the exclusive property of the City.
- 2.12 The City agrees to provide the County with a complete inventory of its equipment and any personal property that is stored at the Property. All equipment or other personal property of the City, which has been placed or maintained at the Property, is at the sole risk of the City. Any City equipment or personal property not removed from the Property within sixty (60) days after termination of the Agreement becomes the exclusive property of the County without recourse.
- 2.13 The City may maintain a concession activity for food and drink at the Property during the term of this Agreement as long as the City complies with all applicable County ordinances and local and state health regulations. No alcoholic beverages are allowed. Income derived from the City's concession activities shall remain the exclusive property of the City. The City is responsible for all repairs, maintenance, and certification of all concession equipment owned by either the City or any of its contracted concessioners.
- 2.14 The City will perform necessary background checks on all coaches or other individuals involved in its recreational programming as required by law.
- 2.15 The City agrees to provide the County with a monthly calendar of events to include dates of league play and other scheduled programs or activities occurring at the Property during the term of this Agreement.

- 2.16 The City agrees to comply with Section 504 of the Rehabilitation Act of 1973, as amended, and Title VI of the Civil Rights Act of 1964, as amended. The City shall not discriminate against any person because of race, color, sex, religion, handicap, age, or national origin, by refusing to furnish services or allow participation in programs provided by the City.

Article 3 **General Provisions**

- 3.1 **Term:** This agreement shall commence on the Effective Date, as provided in paragraph 3.15, and continue for a term of one year, unless otherwise terminated as provided herein. No less than ninety (90) days before the expiration of this Agreement the Parties shall review the progress and analyze the success of the Agreement for consideration to extend the term by written amendment to the Agreement.
- 3.2 **Termination:** This Agreement may be terminated by either party for cause or for convenience. Either party may exercise its right of termination for convenience by furnishing to the other party written notice of its election to do so. The termination of convenience shall be effective thirty (30) days following the date of the receipt of such notice.
- 3.3 **Liability:** The parties hereto, their respective elected officials, officers, and employees shall not be deemed to assume any liability for the acts, omissions, or negligence of the other party. The City agrees to be fully responsible for its negligent acts or omissions or tortuous acts which result in claims or suits against the County and further agrees to be fully liable for any damages proximately caused by said acts or omissions. Escambia County, Florida, as a subdivision of the State of Florida as defined in §768.28, Florida Statutes, agrees to be fully responsible for its negligent acts or omissions or tortuous acts which result in claims or suits against the City and further agrees to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or the County and nothing herein shall be construed as consent by the City or the County to be sued by third parties in any matter arising out of this Agreement.
- 3.4 **Insurance:** Each party shall insure its own interests through appropriate insurance policies or through a self-insurance program. This provision shall not be construed to prevent any claim or action which either party may have against the other.
- 3.5 **Records:** The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public

pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

- 3.6 Assignment: This Agreement or any interest herein shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties, without the prior written consent of the other party.
- 3.7 Headings: Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.
- 3.8 Survival: All other provisions, which by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.
- 3.9 Interpretation: For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.
- (a) If either party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other party and request clarification of the interpretation of this Agreement.
- (b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.
- 3.10 Severability: The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed to be enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

- 3.11 Further Documents: The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.
- 3.12 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue, for any matter, which is the subject of this Agreement shall be in the County of Escambia.
- 3.13 Notices: All notices required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by United States Postal Service, first class mail, postage prepaid, return receipt requested, addressed to the following:

TO THE COUNTY:

<p>Attn: Mr. Michael Rhodes Escambia County Parks and Recreation Dept. 1651 East Nine Mile Road Pensacola, FL 32514</p>	<p>County Administrator 221 Palafox Place, Suite 420 Post Office Box 1591 Pensacola, FL 32597</p>
---	--

TO THE CITY:

<p>Attn: Mr. Brian Cooper City of Pensacola Parks and Recreation Dept. 222 West Main Street Pensacola, FL 32502</p>	<p>City Administrator City of Pensacola Post Office Box 12910 Pensacola, FL 32521</p>
---	--

Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this section.

- 3.14 No Waiver: The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.
- 3.15 Effective Date: This agreement shall become effective when filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. The County shall be responsible for such filing.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by and through its duly authorized Chairman, and the City of Pensacola, signing by and through its Mayor.

COUNTY:

Escambia County, Florida Board of County Commissioners, a political subdivision of the State of Florida acting through its duly authorized Board of County Commissioners signing by and through its Chairman.

By: Lumon J. May
Lumon J. May, Chairman
Date: 3/7/2019

ATTEST: Pam Childers
Clerk of the Circuit Court
By: Elizabeth Carver
Deputy Clerk



**THE CITY OF PENSACOLA,
A FLORIDA MUNICIPAL CORPORATION**

By: _____
Grover C. Robinson, IV, Mayor
Date: _____

ATTEST:
By: _____
City Clerk

(Seal)

BCC Approved 03-07-2019

Approved as to form and legal sufficiency.

By/Title: Ch. Crawford, Atty
Date: 2/15/19



BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-15688

BCC Regular Meeting

Meeting Date: 03/07/2019

Issue: Interlocal Agreement with the City of Pensacola for Use of the Raymond Riddle Park

From: Michael Rhodes, Dept Director

Organization: Parks and Recreation

CAO Approval:

County Administrator's Report
Technical/Public Service Consent

RECOMMENDATION:

Recommendation Concerning an Interlocal Agreement with the City of Pensacola for Use of the Raymond Riddle Park - Michael E. Rhodes, Parks and Recreation Department Director

That the Board approve and authorize the Chairman to sign the Interlocal Agreement for the use of the Raymond Riddle Park by the City of Pensacola between Escambia County, Florida, and the City of Pensacola, Florida.

BACKGROUND:

Escambia County and the City of Pensacola agree that providing the City with access and use of Raymond Riddle Park for various youth and adult recreation programs will benefit both Escambia County and City residents by providing a park location for athletic and recreational activities. The City will be responsible for utility costs and other costs associated with activities under their direction during this time frame as noted in the agreement.

BUDGETARY IMPACT:

The Interlocal Agreement will not have a budgetary impact on the county.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Interlocal Agreement was reviewed and approved as to legal sufficiency by Meredith D. Crawford, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy requires that documents such as these be approved by the Board.

IMPLEMENTATION/COORDINATION:

Oversight and any potential implementation of the Interlocal Agreement will be coordinated by Michael E. Rhodes, Director, Parks and Recreation Department.

Attachments

No file(s) attached.



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 19-00225

City Council

5/16/2019

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

AWARD OF CONTRACT - BID #19-017 - MARITIME FIRE TRAINING STRUCTURE

RECOMMENDATION:

That City Council award a contract for ITB #19-017 Maritime Fire Training Structure to Emerald Coast Constructors, LLC, of Pensacola, Florida, the lowest and most responsible bidder with a base bid of \$319,500 plus a 10% contingency of \$31,950 for a total of \$351,450. Further that Council authorize the Mayor to execute the contract and take all actions necessary to complete the project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

In 2017 the Port of Pensacola (on behalf of the Pensacola Fire Department) was awarded a U.S. Department of Homeland Security Port Security Grant to purchase and install a Maritime Fire Training Simulator. With this simulator firefighters, law enforcement officers, hazardous materials teams, bomb squad units, command staff, and others will be able to conduct and participate in functional exercises that will allow responders to prepare for the unique response and mitigation challenges involved with marine vessel firefighting and emergency response; including: fuels, confined spaces, chemical-biological-radiological-nuclear-explosive (CBRNE) detection, evacuation, search and rescue of trapped occupants, and implementation of a unified incident command structure. There are no other maritime-specific live fire training capabilities in our area. The existing Conex box training structures will be replaced and will include a new Maritime Burn Simulator to be located at Station #4.

The new fire simulator to be constructed will be a pre-engineered and pre-fabricated three-story structure and includes the building and assembly of the simulator. Subsequent to the award of the grant, it was discovered that the estimates received for the cost of the simulator did not include any site-work that includes a concrete pad, electrical installation, etc. Those costs, estimated to be approximately \$125,000 will be in addition to the contract for the simulator. There are sufficient savings in the Fire Station #3 project to cover the additional costs necessary to complete this project.

PRIOR ACTION:

November 9, 2017 - City Council authorized the Mayor to execute the acceptance of a U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA) 2017 Port Security Grant Program for the purchase and installation of a Maritime Fire Training Simulator.

November 9, 2017 - City Council adopted Supplement Budget Resolution No. 17-77 appropriating the grant funds.

FUNDING:

Budget:	\$ 315,375	Port Security Grant
	150,125	Local Match (LOST IV)
	<u>57,080</u>	Local Match (LOST IV) - Fire Station #3 Savings
	<u>\$ 522,580</u>	
Actual:	\$ 319,500	Construction Contract
	31,950	10% Contingency
	45,630	Engineering Services
	125,000	Site-Work
	<u>500</u>	Miscellaneous
	<u>\$ 522,580</u>	

FINANCIAL IMPACT:

The federal grant award will fund 75% of the cost of the project and was appropriated on Supplemental Budget Resolution No. 17-77. The remaining 25%, which represents the local match requirement is included in the LOST IV projects. The remaining balances for both the grant funds and LOST IV funds were carried forward on Supplemental Budget Resolution No. 18-50 at the November 8, 2018 City Council Meeting. The FY 2019 Budget included an additional \$45,000 in the Local Option Sales Tax Fund. Savings from the Fire Station #3 project in the Local Option Sales Tax Fund have been transferred to the Fire Simulator project.

CITY ATTORNEY REVIEW: Yes

4/29/2019

STAFF CONTACT:

Christopher L. Holley, City Administrator
Amy Miller, Port Director
Ginny Cranor, Fire Chief

ATTACHMENTS:

- 1) Final Bid Tabulation
- 2) Final Vendor Reference List

PRESENTATION: No

TABULATION OF BIDS

BID NO: 19-017

TITLE: MARITIME FIRE TRAINING STRUCTURE

OPENING DATE: March 25, 2019 OPENING TIME: 2:30 P.M. DEPARTMENT: Fire	EMERALD COAST CONSTRUCTORS, INC. Pensacola, FL	BIRKSHIRE JOHNSTONE, LLC Pensacola, FL	SOUTHERN AIRE CONTRACTING, INC. DBA SAC SERVICES Jacksonville, FL
Base Bid	\$319,500.00	\$359,164.00	\$339,659.00

Opening Date: 03/25/19

Bid No.: 19-017

FINAL VENDOR REFERENCE LIST
MARITIME FIRE TRAINING STRUCTURE
FIRE

<u>Vendor #</u>	<u>Name</u>	<u>Address</u>	<u>City</u>	<u>St</u>	<u>Zip Code</u>	<u>SMWBE</u>
075854	AMERICAN FIRE TRAINING SYSTEMS INC	15200 NEW AVENUE	LOCKPORT	IL	60441	
053457	BIRKSHIRE JOHNSTONE LLC	11 CLARINDA LANE	PENSACOLA	FL	32505	Y
070603	D+B BUILDERS	670 MOLINO ROAD	MOLINO	FL	32577	
076151	DRAGER INC	3435 QUARRY ROAD	TELFORD	PA	18969	
075849	EH GLOVER INC DBA HIGH TEMP LININGS	PO BOX 1240	WHITE STONE	VA	22578	
049947	EMERALD COAST CONSTRUCTORS INC	9425 WANDA DR	PENSACOLA	FL	32514	
075846	FIRE FACILITIES	314 WILBURN ROAD	SUN PRAIRIE	WI	53590	
075852	FIRE TRAINING STRUCTURES LLC	1005 N 50TH STREET	PHOENIX	AZ	85008	
075850	FIREBLAST	545 MONICA CIRCLE	CORONA	CA	92880	
074355	GANNETT MHC MEDIA INC DBA PENSACOLA NEWS JOURNAL	2 NORTH PALAFOX ST	PENSACOLA	FL	32502	
074827	GULF COAST MINORITY CHAMBER OF COMMERCE INC	321 N DEVILLERS ST STE 104	PENSACOLA	FL	32501	
075855	IDEACOM OF THE GULF COAST	26376 POLLARD RD	DAPHNE	AL	36526	
075853	JAHNKE & SONS CONSTRUCTION INC DBA WHP TRAININGTOWERS	9130 FLINT	OVERLAND PARK	KS	66214	
075858	JFB ENTERPRISES	2198 COUNCIL RING ROAD	MISSISSAUGA	ON	L5L 1B7	
075848	KFT FIRE TRAINER LLC	17 PHILIPS PARKWAY	MONTVALE	NJ	07645	
075857	KIRILA FIRE TRAINING FACILITIES INC	PO BOX 2, 509 BEDFORD ROAD	BROOKFIELD	OH	44403	
060344	PENSACOLA BAY AREA CHAMBER OF COMMERCE DBA GREATER PENSACOLA CHAMBER	117 W GARDEN ST	PENSACOLA	FL	32502	
075856	SOUTHERN AIRE CONTRACTING INC DBA SAC SERVICES	1225 W BEAVER STREET #124	JACKSONVILLE	FL	32204	
075847	WRG FIRE TRAINING SIMULATION SYSTEMS INC	1100 INDUSTRIAL PARKWAY BLDG A	NEWBERG	OR	97312	

Vendors: 19



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 19-00242

City Council

5/16/2019

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Andy Terhaar

SUBJECT:

APPOINTMENTS - EASTSIDE REDEVELOPMENT BOARD

RECOMMENDATION:

That City Council appoint two (2) homeowners and one (1) business owner within the Eastside Redevelopment Neighborhood TIF District area; and one (1) Council Member for a term of three (3) years, expiring April 30, 2022.

HEARING REQUIRED: No Hearing Required

SUMMARY:

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

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

Nominee

Nominated By

Homeowner

Jasmine Hunt
Jeannie Rhoden

Cannada-Wynn
Incumbent

Business Owner

Fred D. Young, III

Incumbent

Council Member

Ann Hill

Cannada-Wynn

PRIOR ACTION:

Council makes appointments to this board every three years.

FUNDING:

Budget: N/A

Actual: N/A

FINANCIAL IMPACT:

None.

STAFF CONTACT:

Ericka L. Burnett, City Clerk

ATTACHMENTS:

- 1) Member List
- 2) Nomination Form - Ann Hill
- 3) Nomination Form - Jasmine Hunt
- 4) Application of Interest - Jasmine Hunt
- 5) Application of Interest - Jeannie Rhoden
- 6) Application of Interest - Fred D. Young, III
- 7) Ballots

PRESENTATION: No

Eastside Redevelopment Board

Name	Profession	Appointed By	No. of Terms	Year	Exp Date	First Appointed	Term Length	Comments
BLANK, BLANK			0	2019				
Brown, William O.	Homeowner	Council	0	2019	4/30/2019	8/11/2016	3	HOMEOWNER APPOINTEE- Replaced Martha Enrikatola
Rhoden, Jeannie	Homeowner	Council	1	2019	4/30/2019	4/25/2013	3	HOMEOWNER APPOINTEE
Wingate, Gerald	Council Member	Council	0	2019	11/30/2018	7/13/2017		Council Member Appointee - Replaced Bare
Young, III (Reverend, Fred D.	Business Owner	Council	0	2019	4/30/2019	4/12/2018	3	BUSINESS OWNER APPT

Term Length: Three (3) years

The Eastside Redevelopment Board was established pursuant to the requirements of Florida Statute 163.2517 (2)(a)(b) regarding a neighborhood participation process that provides for the ongoing involvement of stakeholder groups in urban infill and redevelopment areas. The Eastside Redevelopment Board shall consist of five (5) members: Two (2) homeowners and one (1) owner of a business located within the Eastside Neighborhood TIF District area appointed by the City Council; a representative of the Eastside Neighborhood Improvement Association designated by the association; and one (1) member of City Council. No member shall be a paid employee of the City. (Ord. #09-13 adopted 3/14/13)

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Jewel Canada-Wynn, do nominate ANN Hill
(Nominee)

(Home Address) (Phone)

(Business Address) (Phone)

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

for appointment by the City Council for the position of:

**COUNCIL MEMBER
EASTSIDE REDEVELOPMENT BOARD
(Three year term expiring 4/30/2022)**

Provide a brief description of nominee's qualifications:

Council member ANN Hill would be great on this board.

Jewel Canada-Wynn
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.

Erika L. Burnett
Erika L. Burnett, City Clerk

CITY OF PENSACOLA, FLORIDA

NOMINATION FORM

I, Jewel Canada-Wynn, do nominate Jasmine Hunt
(Nominee)

1203 N. Davis Hwy 407-883-2721
(Home Address) (Phone)

N/A _____
(Business Address) (Phone)

Jasminehunt01@gmail.com City Resident: YES NO
(Email Address) Property Owner within the City: YES NO

for appointment by the City Council for the position of:

**HOMEOWNER
WITHIN EASTSIDE NEIGHBORHOOD TIF DISTRICT
EASTSIDE REDEVELOPMENT BOARD
(Three year term expiring 4/30/2022)**

Provide a brief description of nominee's qualifications:

Nominee has a desire to work towards the betterment of her community

Jewel Canada-Wynn
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.

Erika L. Burnett
Erika L. Burnett, City Clerk

Ericka Burnett

From: noreply@civicplus.com
Sent: Thursday, April 25, 2019 4:12 PM
To: Ericka Burnett; Robyn Tice
Subject: Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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 Jasmine Hunt

Home Address 1203 N Davis Hwy

Business Address *Field not completed.*

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

Preferred Contact Phone Number(s) 4078832721

Email Address jasminemhunt01@gmail.com

Upload Resume (optional) *Field not completed.*

(Section Break)

Details

Are you a City resident?	Yes
If yes, which district?	6
If yes, how long have you been a City resident?	1.5 years
Do you own property within the City limits?	Yes
Are you a registered voter in the city?	Yes
Board(s) of interest:	Eastside Redevelopment Board
Please list the reasons for your interest in this position:	As a resident in this area it is near and dear to my heart. I love my neighborhood and would like to see its continue growth.
Do you currently serve on a board?	No
If yes, which board(s)?	<i>Field not completed.</i>
Do you currently hold a public office?	No
If so, what office?	<i>Field not completed.</i>
Would you be willing to resign your current office for the appointment you now seek?	N/A

(Section Break)

Diversity

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

Gender	Female
Race	Caucasian
Physically Disabled	No

(Section Break)

Acknowledgement of Terms I accept these terms.

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

Ericka Burnett

From: noreply@civicplus.com
Sent: Monday, March 25, 2019 1:26 PM
To: Ericka Burnett; Robyn Tice
Subject: Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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.

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(Section Break)

Personal Information

Name Jeannie Rhoden

Home Address 601 E. Moreno Street

Business Address *Field not completed.*

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

Preferred Contact Phone Number(s) 8504700794

Email Address knight9090@bellsouth.net

Upload Resume (optional) *Field not completed.*

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 6

If yes, how long have you been a City resident? 28 years

Do you own property within the City limits? Yes

Are you a registered voter in the city? Yes

Board(s) of interest: ERB

Please list the reasons for your interest in this position: Can't get very many to volunteer.

Do you currently serve on a board? Yes

If yes, which board(s)? ERB

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 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: Wednesday, May 1, 2019 11:48 AM
To: Ericka Burnett; Robyn Tice
Subject: Online Form Submittal: Application for Boards, Authorities, and Commissions - City Council Appointment

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 REV. FRED D. YOUNG,III

Home Address 7155 NORTH 9TH AVE APT 106D

Business Address *Field not completed.*

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

Preferred Contact Phone Number(s) 8504179451

Email Address fdouglasyoung@yahoo.com

Upload Resume (optional) *Field not completed.*

(Section Break)

Details

Are you a City resident? Yes

If yes, which district? 6

If yes, how long have you been a City resident? 18

Do you own property within the City limits? No

Are you a registered voter in the city? Yes

Board(s) of interest: EASTSIDE REDEVELOPMENT BOARD

Please list the reasons for your interest in this position: INTERESTED IN HELPING MAKING A DIFFER IN OUR COMMUNITY

Do you currently serve on a board? Yes

If yes, which board(s)? EASTSIDE 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? No

(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.](#)

Ballot – Eastside Redevelopment Board

May 16, 2019

Three (3) year term expiring April 30, 2022

Homeowner

_____ Jasmine Hunt

_____ Jeannie Rhoden

Vote for Two

Signed: _____
Council Member

Ballot – Eastside Redevelopment Board

May 16, 2019

Three (3) year term expiring April 30, 2022

Business Owner

_____ Fred D. Young, III

Vote for One

Signed: _____

Council Member

Ballot – Eastside Redevelopment Board

May 16, 2019

Three (3) year term expiring April 30, 2022

Council Member

_____ Ann Hill

Vote for One

Signed: _____
Council Member



Memorandum

File #: 19-00162

City Council

5/16/2019

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Jewel Cannada-Wynn

SUBJECT:

PUBLIC HEARING: PROPOSED AMENDMENT TO THE CODE OF THE CITY OF PENSACOLA - LAND DEVELOPMENT CODE - CREATING SECTION 12-2-25, PROVIDING FOR THE COMMUNITY REDEVELOPMENT AREA (CRA) URBAN DESIGN OVERLAY DISTRICT

RECOMMENDATION:

That City Council conduct a public hearing to consider an amendment to the Code of the City of Pensacola, Land Development Code creating Section 12-2-25, providing for the Community Redevelopment Area (CRA) Urban Design Overlay District.

HEARING REQUIRED: Public

SUMMARY:

The development of urban design standards has been identified as a key redevelopment project within each of the City of Pensacola's adopted community redevelopment plans. The City of Pensacola Community Redevelopment Agency (CRA) approved the FY17/18 CRA Work Plan on April 10, 2017, which authorized the development, adoption and codification of design standards for each of the City's three redevelopment areas. On October 9, 2017, the CRA authorized the CRA Chairperson to negotiate and execute a contract with DPZ CoDESIGN, the top-ranked firm selected in response to RFQ No. 17-043 to prepare the standards.

DPZ CoDESIGN launched the project in early January 2018. From February 2018 through April 2018, an extensive public input process included a series of charrettes, public workshops, input sessions, presentations and a written comment period. For reference purposes, a full list of public outreach and input opportunities, as well as, comments received and corresponding responses are attached.

The drafted overlay document was released on May 31, 2018. On June 12, 2018 and September 18, 2018, the Planning Board held public hearings and recommended adoption with modifications.

Following the Planning Board hearing, the proposed overlay was presented to the Eastside Redevelopment Board (ERB) and the Westside Redevelopment Board (WRB) on July 11, 2018 and July 24, 2018, respectively. Both Boards recommended adoption of the proposed overlay as presented.

The CRA recommended adoption of the overlay during its meeting on January 14, 2019.

Since the CRA's recommendation in January, staff engaged the consultant to conduct a final thorough review of the document in preparation for public hearing and adoption. Upon review, several areas requiring clarification and alignment with the underlying zoning were identified. The recommended clarifying language is contained within the attached ordinance in strike-through and underline format. It is recommended that City Council consider this language for incorporation into the adopted document.

PRIOR ACTION:

October 26, 2000 - City Council adopted the Urban Infill and Redevelopment Plan.

February 9, 2004 - City Council approved the Eastside Neighborhood Plan.

October 27, 2005 - City Council amended and readopted the Urban Infill and Redevelopment Plan, incorporating therein the Eastside Neighborhood Plan.

May 24, 2007 - City Council adopted the Westside Community Redevelopment Plan.

January 14, 2010 - City Council adopted the Urban Core Community Redevelopment Plan (2010).

April 10, 2017 - The CRA approved the FY17/18 CRA Work Plan, which included the development of design standards for the Urban Core, Westside and Eastside community redevelopment areas.

July 26, 2017 - The CRA issued Request for Qualifications (RFQ) No. 17-043 for Urban Design and Code Amendment Services for a Community Redevelopment Area Overlay.

October 10, 2017 - The CRA approved the ranking of the selection committee for RFQ No. 17-043 and authorized the CRA Chair to negotiate and execute a contract with DPZ CoDESIGN.

May 7, 2018 - The CRA approved the FY18/19 CRA Work Plan, which included the development of design standards for the Urban Core, Westside and Eastside community redevelopment areas.

June 12, 2018 - The Planning Board held a public hearing and recommended adoption of the CRA Urban Design Overlay District with modifications.

July 11, 2018 - The Eastside Redevelopment Board recommended adoption of the CRA Urban Design Overlay District.

July 24, 2018 - The Westside Redevelopment Board recommended adoption of the CRA Urban Design Overlay District.

September 18, 2018 - The Planning Board held a second public hearing regarding incorporation of the Board's recommended modifications and additional clarifications, and recommended adoption of the CRA Urban Design Overlay District as presented.

October 8, 2018 - The CRA voted not to recommend the proposed overlay to City Council.

October 23, 2018 - The Westside Redevelopment Board authorized the Chair to execute a letter requesting that the CRA Urban Design Overlay District be re-considered.

October 24, 2018 - The Eastside Redevelopment Board authorized the Chair to execute a letter requesting that the CRA Urban Design Overlay District be re-considered.

January 15, 2019 - The CRA recommended that the City Council adopt the proposed CRA Urban Design Overlay District Ordinance.

FUNDING:

N/A

FINANCIAL IMPACT:

N/A

STAFF CONTACT:

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

ATTACHMENTS:

- 1) Proposed Ordinance No. 10-19 - Vers. 050719 - clean
- 2) ERB Request Letter
- 3) WRB Request Letter
- 4) Public Outreach and Input Opportunities
- 5) Comment Responses & Draft Document - Draft Comment Period
- 6) Comment Responses - Post Draft Comment Period
- 7) Post Draft Comments - As of 10-11-18
- 8) Recommended Long Term Strategies - DPZ CODESIGN
- 9) Transportation Support Document - Hall Planning & Engineering

PRESENTATION: No

Section 12-2-25. - CRA Urban Design Overlay District

The regulations in this Section shall be applicable to the CRA Urban Design Overlay District (CRAUDOD).

Table of Contents

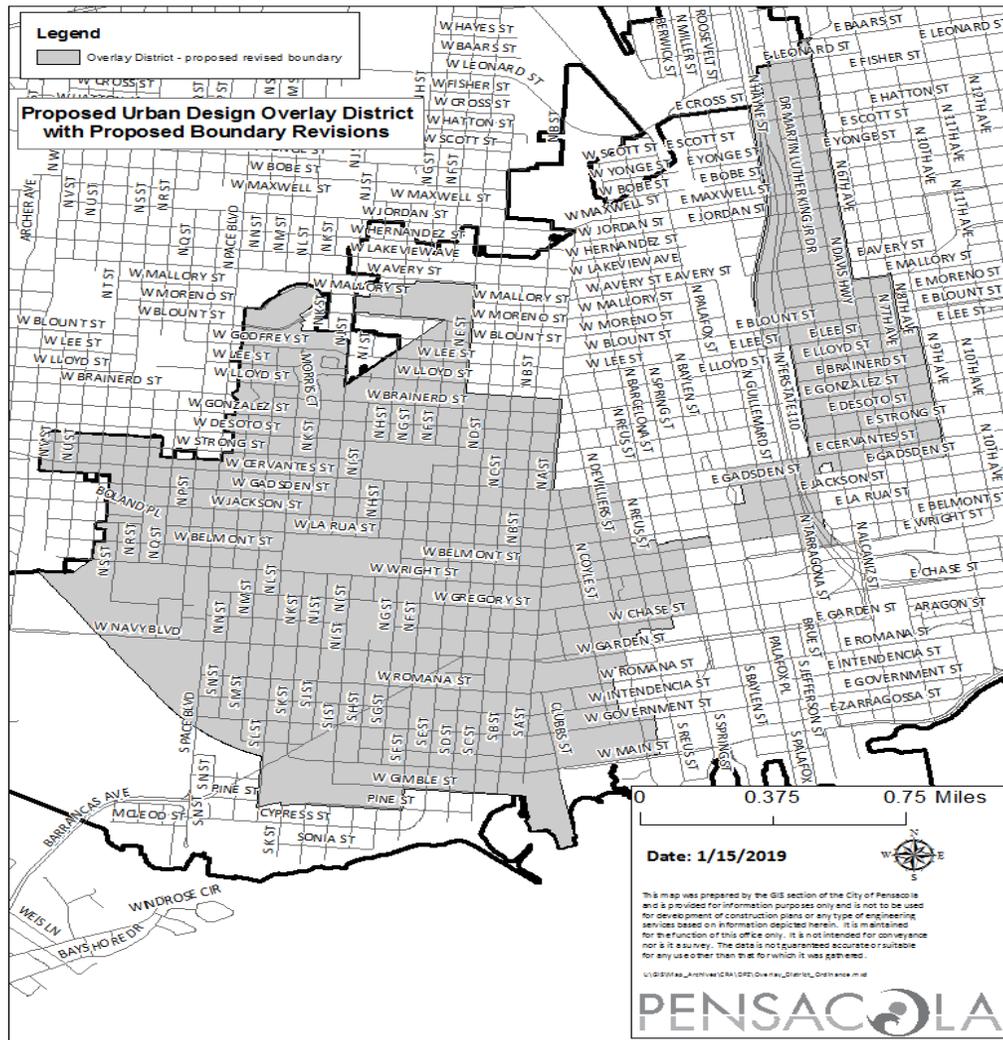
Intent	Sec. 12-2-25(A)
Boundaries of the District.	Sec. 12-2-25(B)
Applicability	Sec. 12-2-25(C)
Existing Conditions	Sec. 12-2-25(D)
Procedure for Review	Sec. 12-2-25(E)
Appeals and Variances	Sec. 12-2-25(F)
Urban Design Standards and Guidelines	Sec. 12-2-25(G)
Building Height	Sec. 12-2-25(G)(a)
Building Orientation	Sec. 12-2-25(G)(b)
Building Massing and Materials	Sec.12-2-25(G)(c)
Form Standards	Sec. 12-2-25(G)(d)
Frontage Types	Sec. 12-2-25(G)(e)
Building Elements	Sec. 12-2-25(G)(f)
Building Encroachments	Sec. 12-2-25(G)(g)
Parking Access, Design and Reductions	Sec. 12-2-25(G)(h)
Fences and Walls	Sec. 12-2-25(G)(i)
Windows & Glazing	Sec. 12-2-25(G)(j)
Lighting on Private Property	Sec. 12-2-25(G)(k)
Landscape Standards and Guidelines	Sec. 12-2-25(H)
Intent	Sec. 12-2-25(H)(a)
Landscape on Private Property	Sec. 12-2-25(H)(b)
Buffer Yards	Sec. 12-2-25(H)(c)
Landscape in the Public Right-of-Way	Sec. 12-2-25(H)(d)
Thoroughfare Standards and Guidelines	Sec. 12-2-25(I)
Context Classification	Sec. 12-2-25(I)(a)
Street Design	Sec. 12-2-25(I)(b)

- (A) *Intent*. The requirements set forth in this Section are intended to:
- (a) Preserve and maintain the urban pattern and architectural character of Pensacola's community redevelopment areas, while encouraging new construction that is compatible with that heritage, but also reflective of its time.
 - (b) Improve the physical appearance of the community redevelopment areas with urban design standards that provide more predictable results in terms of the form and character of buildings.
 - (c) Support the removal of blight within the community redevelopment areas by encouraging quality redevelopment.
 - (d) Support the future growth of Pensacola, to ensure compatible and cohesive development, to remain resilient long-term, and to support the goals, objectives and policies of the City's Comprehensive Plan and community redevelopment area master plans.
 - (e) Coordinate the placement, orientation, and design of buildings to ensure a coherent and walkable streetscape and traditional urban character by creating well-defined street edges with continuous building walls, articulated facades, and architectural features that create visual interest and an attractive pedestrian environment.

- (f) Capitalize on opportunities to attract and grow a variety of residential building types, retail, service, and cultural establishments to serve local needs, create regional attractions and a robust economic base.
- (g) Enable and encourage mixed-use development within the community redevelopment areas in support of viable and diverse locally-oriented business and cultural institutions.
- (h) Achieve context-based development and complete streets.

(B) *Boundaries of the District.* The boundaries of the CRA Urban Design Overlay District shall be as outlined on Figure 12-2-25.1. A more detailed map of the boundaries of the Overlay is on file in the City of Pensacola Office of the City Clerk.

Figure 12-2-25.1 - CRA Urban Design Overlay District Boundaries



(C) *Applicability.*

- (a) These standards shall apply to all new construction and demolition and rebuild projects within the CRA Urban Design Overlay District except as stated in Sec. 12-2-25(D)(b).
- (b) This Section [Sec. 12-2-25., CRA Urban Design Overlay District] shall apply as an overlay to the underlying land development regulations. The land development regulations contained within Title XII (Land Development Code) shall apply unless pre-empted by this Section. Where a conflict exists between this Section and the underlying land development regulations, contained within Title XII (Land Development Code), this Section shall prevail.
- (c) Standards, activated by "shall", are regulatory in nature, as defined within Sec. 12-1-8 (general interpretative terms). Deviations from these standards shall only be permitted by variance in accordance with Sec. 12-12-2 (appeals and variances).
- (d) Guidelines, activated by "should", are encouraged and recommended but not mandatory, as defined within Sec. 12-1-8 (general interpretative terms). Developments subject to this overlay district are encouraged to incorporate them as appropriate in order to enhance and complement the built and natural environment. The intent is to create the highest level of design quality while providing the needed flexibility for creative site design.
- (e) Figures, tables and illustrations shall be interpreted as defined in Sec. 12-1-8 (general interpretative terms) unless the context clearly indicates otherwise.
- (f) The provisions of this section are not intended to supersede, conflict with or replace any requirement in federal or state law pertaining to design, construction or accommodation requirements pertaining to persons with disabilities and it is hereby declared to be the intent of the City of Pensacola that such requirements in federal or state law shall prevail over any provisions of this section to the extent of any conflict.

(D) *Existing Conditions.*

- (a) Existing buildings and structures that do not conform to the requirements of this overlay district may be occupied, operated, repaired, renovated or otherwise continue in use in their existing non-conforming state unless demolished and rebuilt.

~~(b) The adaptive re-use of a building shall not be required to comply with minimum height standards established in Sec. 12-2-25(C)(a).~~

~~(c)~~(b) The restoration or rehabilitation of an existing building does not require the provision of parking in addition to the existing, if less than six (6) new spaces are required.

(E) *Procedure for Review.* All development regulated by this subsection shall be subject to the submission requirements contained within Sec. 12-12-5 (building permits), Sec. 12-2-81 (development plan requirements), and Sec. 12-2-82 (Design Standards and Guidelines), as applicable. In addition to the plan submission requirements listed in Sec. 12-12-5 and 12-2-81, drawings illustrating compliance with Sec. 12-2-25 (CRA Urban Design Overlay District) shall be provided. Plans shall include drawings or sketches with sufficient detail to show, as far as they relate to exterior appearance, the architectural design of the building (both before and after the proposed work is done in cases of new construction, altering, renovating, demolishing or razing a building or structure) including proposed materials, textures and colors, and the plat plan or site layout, including all site improvements or features such as walls, fences, walkways, terraces, landscaping, accessory buildings, paved areas, signs, lights, awnings, canopies, screening and other appurtenances. Façade and frontage yard types shall be specified along frontages in accordance with Table 12-2-25.10 (Façade Types) and Table 12-2-25.9 (Frontage Yard Types).

(F) *Appeals and Variances.* Appeals and variances shall be subject to Sec. 12-12-2 (appeals and variances).

(G) *Urban Design Standards and Guidelines.*

(a) *Building Height.*

(a) *Intent.* Within the overlay district, height for single family residential types will be measured in feet and multi-family, mixed-use and non-residential buildings will be measured in stories. Measuring height in stories rather than feet has numerous benefits which include: a) to provide greater creativity for a natural variety of roof forms; b) to recognize the need of different users, as commercial floor plates are different than

residential floor plates; c) to remove the incentive to create short floorplates, and instead encourage more gracious floor-to-ceiling heights for environmental health, without penalizing property owners; and d) to protect the historical proportions of Pensacola's community redevelopment areas.

(b) Maximum building heights for principal and accessory buildings shall be as defined by the Form Standards in Tables 12-2-25.3 to 12-2-25.8.

(c) Building height is measured as follows:

1. Where maximum height is specified, the measurement shall be taken from the ~~average-finished~~ grade at the front ~~property of the building~~line.

2. Building height shall be measured in feet for single family residential types as defined in the Form Standards in Tables 12-2-25.3 to 12-2-25.8 and as follows:

a. For pitched roof buildings, to the bottom of the lowest eave of the principal structure.

b. For flat roof buildings, to the bottom of the parapet.

c. Minimum floor to ceiling height in single-family residential types shall be nine (9) feet per floor.

3. Building height shall be measured in stories for multi-family, mixed use and nonresidential buildings as follows:

a. Multi-family buildings shall be limited by ground floor story and above ground story height in accordance with Table 12-2-25.1:

Table 12-2-25.1 - Multi-family Story Height Requirements

Zoning Category	Ground Floor Story Height		Above Ground Story Height
	Max.	Min.	Max.
R-2A through C-3	16 ft.	12 ft.	14 ft.

b. Mixed use and non-residential buildings shall be limited by ground floor story and above ground story height in accordance with Table 12-2-25.2.

Table 12-2-25.2 - Mixed Use/Non-Residential Story Height Requirements

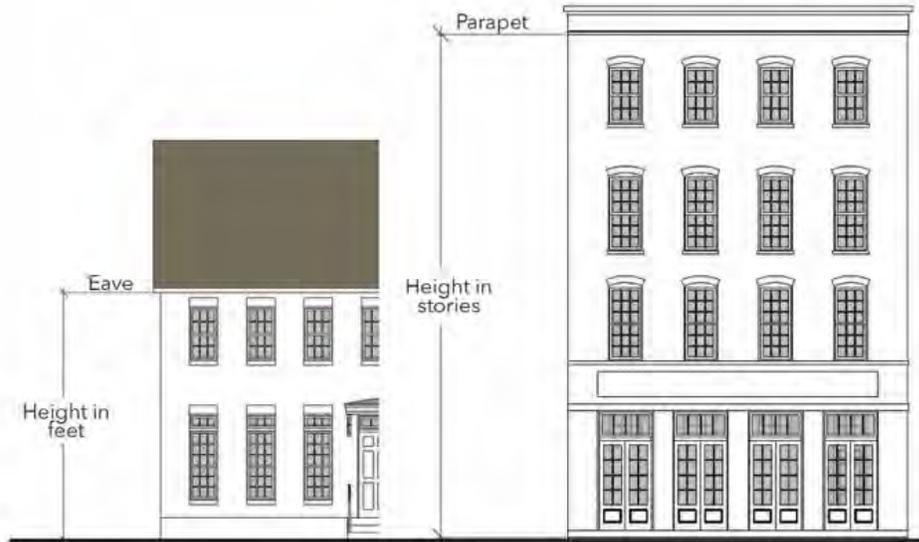
Zoning Category	Ground Floor Story Height		Above Ground Story Height
	Max.	Min.	Max.
R-1AAA through R-2A	16 ft.	12 ft.	14 ft.
R-NC, R-NCB and R-2	20 ft.	14 ft.	14 ft.
C-1, C-2, C-2A and C-3	24 ft.	14 ft.	14 ft.

c. Stories are measured from finished floor to finished floor with the exception of one (1) story buildings which shall be measured floor to ceiling.

d. Story heights which exceed the maximum permitted height specified in Tables 12-2-25.1 and 12-2-25.2 shall count as two (2) stories. Height defined within this subsection shall not supersede height as defined by the Florida Building Code.

4. See Illustration 12-2-25.1 for a depiction of height measurements in feet and stories.

Illustration 12-2-25.1 – Measuring Building Height



(d) Parking garages shall not exceed the height of the principal building on the site. Parking garages shall not be subject to floor to floor height requirements according to Sec. 12-2-25(G)(a)(c)3. Stand-alone parking garages shall only conform to the number of stories permitted within the Form Standards in Tables 12-2-25.3 to 12-2-25.8.

(e) *Roof Pitch.*

1. Gable or hipped roofs shall have a minimum pitch of 6:12 and a maximum pitch of 12:12.

2. Shed roofs shall have a minimum pitch of 4:12.

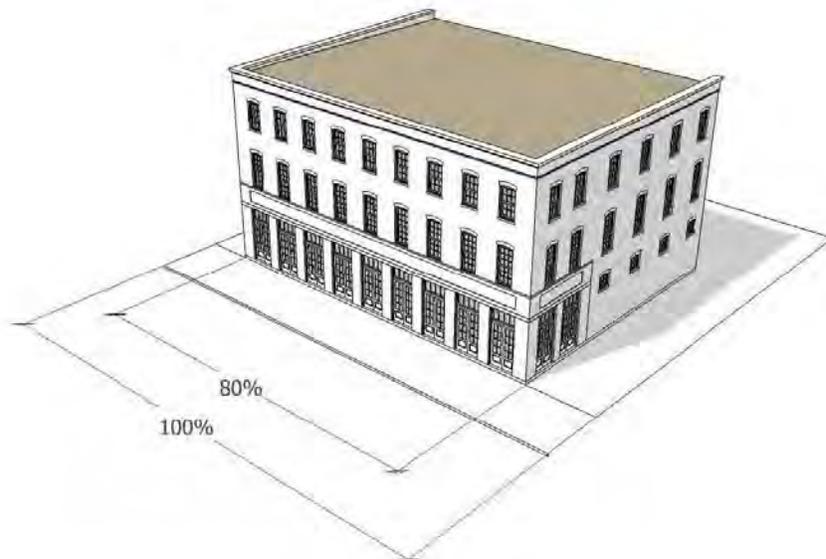
(b) *Building Orientation.*

(a) *Intent.* Buildings should have their principal pedestrian entrance along a street, pedestrian way or open space, with the exception of entrances off a courtyard, visible from public right-of-ways.

(b) Building frontage occupation shall conform to the Form Standards in Tables 12-2-25.3 to 12-2-25.8.

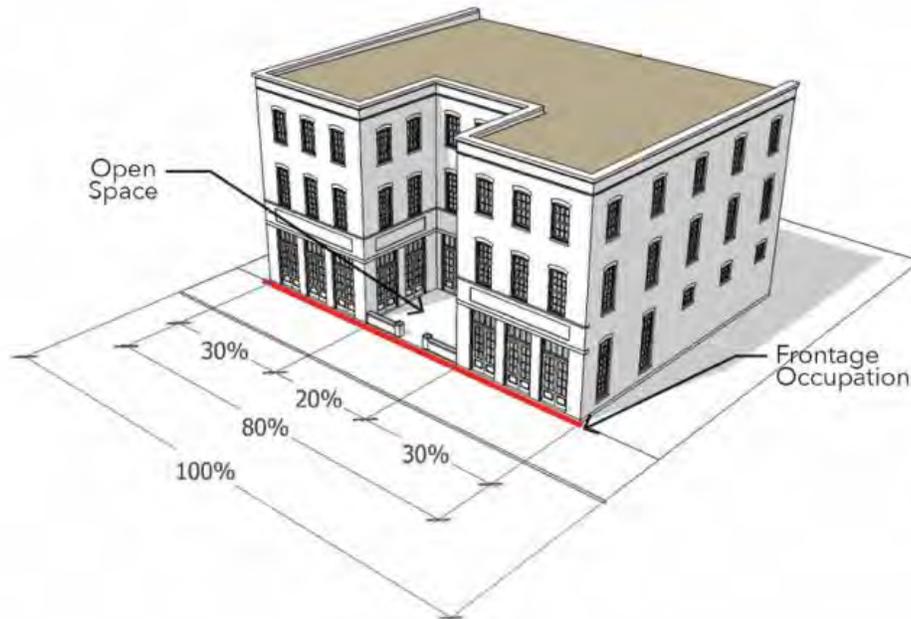
(c) Buildings shall be oriented so that the principal façade is parallel to the street it faces for the minimum building frontage occupation required in the Form Standards in Tables 12-2-25.3 to 12-2-25.8. See Illustration 12-2-25.2 for a depiction of minimum frontage occupation requirements.

Illustration 12-2-25.2 - Minimum Building Frontage Occupation



- (d) Lot width shall be measured along the right-of-way at the front property line. Lot width measurements at the building setback line and minimum lot area shall not apply.
- (e) Forecourts, courtyards and other such defined open spaces shall count towards minimum frontage requirements. See Illustration 12-2-25.3 for an illustration depicting minimum frontage occupation requirements with open space.

Illustration 12-2-25.3 - Minimum Building Frontage Occupation with Open Space



- (f) Ground floor units in multi-family residential buildings shall provide landscaping, walls, and/or fences that provide some privacy for the building.

(c) *Building Massing.*

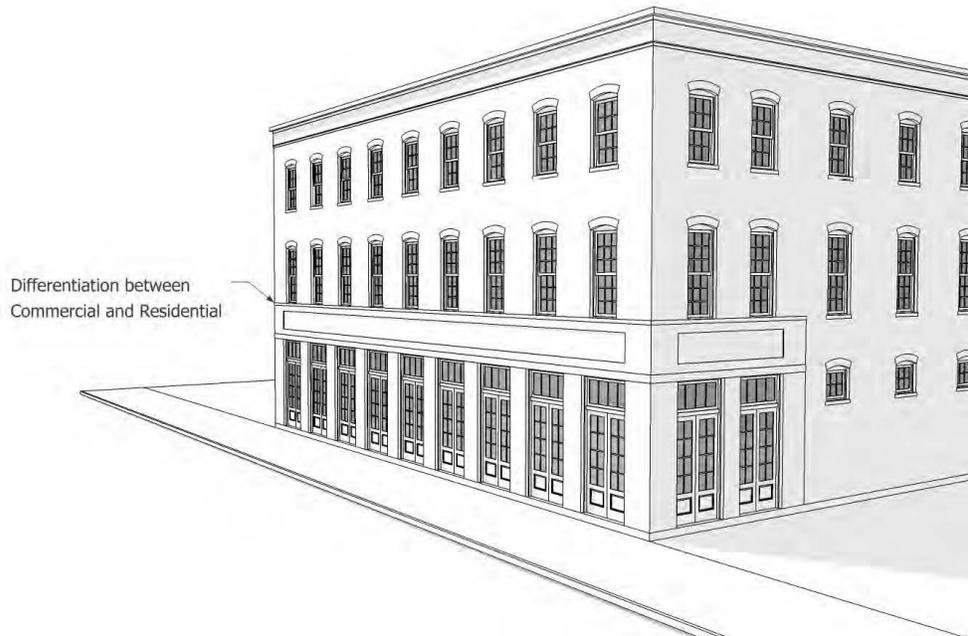
- (a) *Intent.* Buildings should be designed in proportions that reflect human-scaled pedestrian movement, and to encourage interest at the street level.
- (b) Where provided, multi-family building courtyards shall maintain a minimum width to height ratio of 1 to 3 in at least one dimension in order to avoid light well conditions. Courtyards should be wider than the minimum where possible. See Illustration 12-2-25.4 for depiction of courtyard ratio measurements.

Illustration 12-2-25.4 – Courtyard Height to Width Ratio Measurements



- (c) The design and façade treatment of mixed-use buildings shall differentiate commercial from residential uses with distinguishing expression lines (such as cornices, projections, banding, awnings, terraces, etc.), changes in fenestration, façade articulation and/or material changes. See Illustration 12-2-25.5 for depiction of mixed use building differentiation of uses.

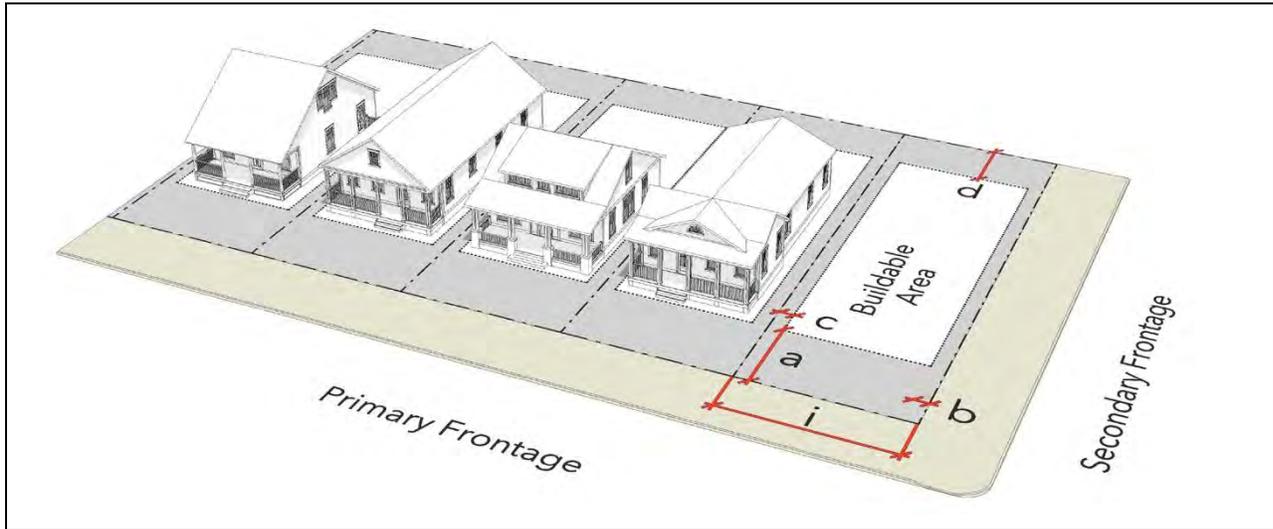
Illustration 12-2-25.5 – Mixed Use Building Differentiation of Uses



- (d) Single-family units shall be distinguished from abutting units with changes in unit entry, plane, color, materials, front porches, front stoops, fenestration, and/or building elements such as railings.
 - (e) All service and loading areas shall be entirely screened from public right-of-way as follows:
 - 1. Equipment shall be screened.
 - 2. If outdoor storage areas are separate from the building they serve, the fence materials shall be limited to masonry, concrete, stucco, wood, PVC and metal, excluding chain-link.
 - (f) HVAC and mechanical equipment are restricted as follows:
 - 1. They shall be prohibited in frontage yards.
 - 2. They shall be integrated into the overall building design and not be visible from adjoining streets and or open spaces.
 - 3. Through-wall units shall be prohibited along street frontages and open spaces, unless recessed within a balcony.
 - (g) Mechanical equipment on roofs shall be visually screened from the street with parapets or other types of visual screens of the minimum height necessary to conceal the same.
 - (h) Roof top parking shall be visually screened with articulated parapet walls or other architectural treatment.
 - (i) Exterior wall materials prohibited for all single family residential types shall include:
 - 1. Corrugated metal panels; and
 - 2. Exposed concrete block.
 - (j) Material requirements contained within Sec. 12-2-82(C)(8)(Design standards and guidelines) shall apply within the CRA Urban Design Overlay District.
- (d) *Form Standards.*
- (a) Form standards within the CRA Urban Design Overlay District shall be as defined in Tables 12-2-25.3 to 12-2-25.8.
 - (b) Exceptions to Form Standards.

1. Front setbacks in R-1AAA, R-1AA, and R-1A shall not be less than the average setback of all frontage yards (front and exterior side yards) located on either side of the block face, up to the minimum front setback defined in Form Standards in Tables 12-2-25.3 and 12-2-25.5. In cases where no other dwellings exist within the block, the front setback shall be no less than the front setback defined in Form Standards in Tables 12-2-25.3 and 12-2-25.5.
2. Each single-family attached dwelling unit shall be located on its own lot. If a development requires subdivision procedures it shall be subject to and must comply with subdivision regulations as set forth in Chapter 12-8.
3. Where lot occupation and setback standards differ from the Dense Business Area (DBA), as defined in Chapter 12-14 (definitions), the standards in the DBA shall prevail.

Table 12-2-25.3 –Single Family Detached and Two-Family Attached (Duplex) Residential Building Types– R-1AAA through R-1A



Setbacks - Principal Building (feet)

a	Front	20 min.
b	Front, Secondary ⁽⁴⁾	5 min.
c	Side (Interior) ⁽⁴⁾	5 min.
d	Rear	30 min./ 20 min. (30' lots)

Frontage (min.)

Primary	45% / 40% (lots < 42')
---------	------------------------

Lot Occupation ⁽⁵⁾

i	Lot Width ⁽³⁾	30 ft. min.
	Lot Coverage	50% max.

Building Height (max.)

Principal Building ⁽⁴⁾	35 ft.
Accessory Building ⁽⁴⁾	24 ft.

Parking (min.)

Off-street ⁽²⁾	1/unit
---------------------------	--------

Setbacks - Accessory Building (feet)

a	Front	50 min.
b	Front, Secondary ⁽⁴⁾	5 min.
c	Side (Interior)	1 min.
d	Rear	3 min.

Frontage Yard Types

Standard	Permitted
Shallow	Not Permitted
Urban	Not Permitted
Pedestrian Forecourt	Not Permitted
Vehicular Forecourt	Not Permitted

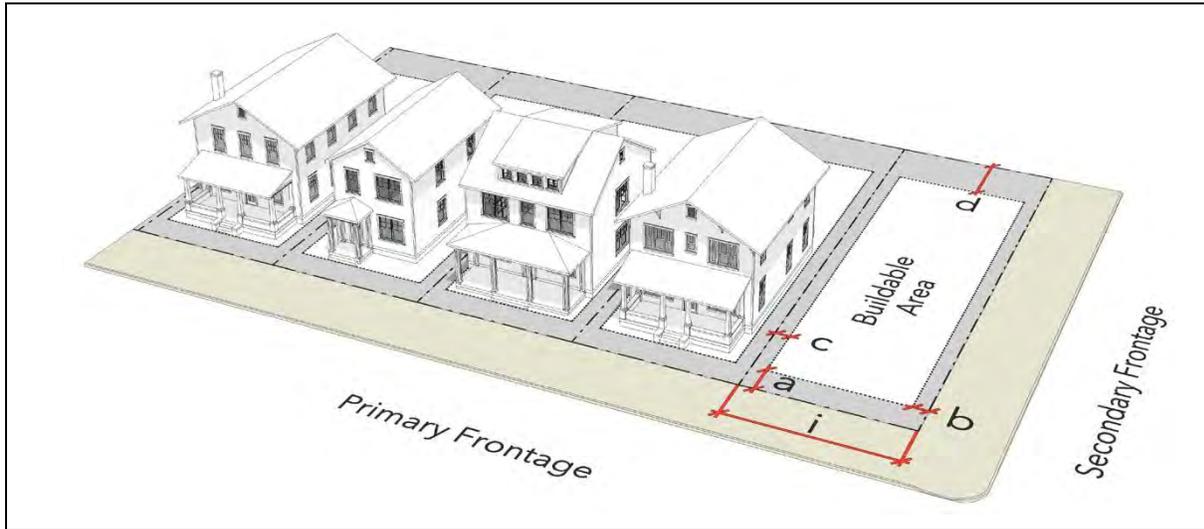
Facade Types

Porch	Permitted
Stoop	Not Permitted
Common Entry	Not Permitted
Gallery	Not Permitted
Storefront	Not Permitted

Notes:

- ⁽¹⁾ Measured according to Section 12-2-25(G)(a)(c).
- ⁽²⁾ See Section 12-2-25(G)(h)(b) for exceptions.
- ⁽³⁾ Lot width shall only be measured from the right-of-way line. Lot width at the building setback line shall not apply.
- ⁽⁴⁾ Minimum setback for thirty-foot (30') lots shall be three (3) feet measured from the finished wall or the minimum setback required per applicable Florida Building Code.
- ⁽⁵⁾ Minimum lot area shall not apply.

Table 12-2-25.4 –Single-Family Detached and Two-Family Attached (Duplex) Residential Building Types– R-1B through C-3



Setbacks - Principal Building (feet)

a	Front	8 min. / 20 max.
b	Front, Secondary ⁽⁴⁾	5 min.
c	Side (Interior) ⁽⁴⁾	5 min.
d	Rear	25 min./20 min. (30' lots)

Frontage (min.)

Primary	45% / 40% (lots < 42')
---------	------------------------

Lot Occupation ⁽⁵⁾

i	Lot Width ⁽³⁾	30 ft. min.
	Lot Coverage	50% max.

Building Height (max.)

Principal Building ⁽¹⁾	35 ft.
Accessory Building ⁽¹⁾	24 ft.

Parking (min.)

Off-street ⁽²⁾	1/unit
---------------------------	--------

Setbacks - Accessory Building (feet)

a	Front	50 min.
b	Front, Secondary ⁽⁴⁾	5 min.
c	Side (Interior)	1 min.
d	Rear	3 min.

Frontage Yard Types

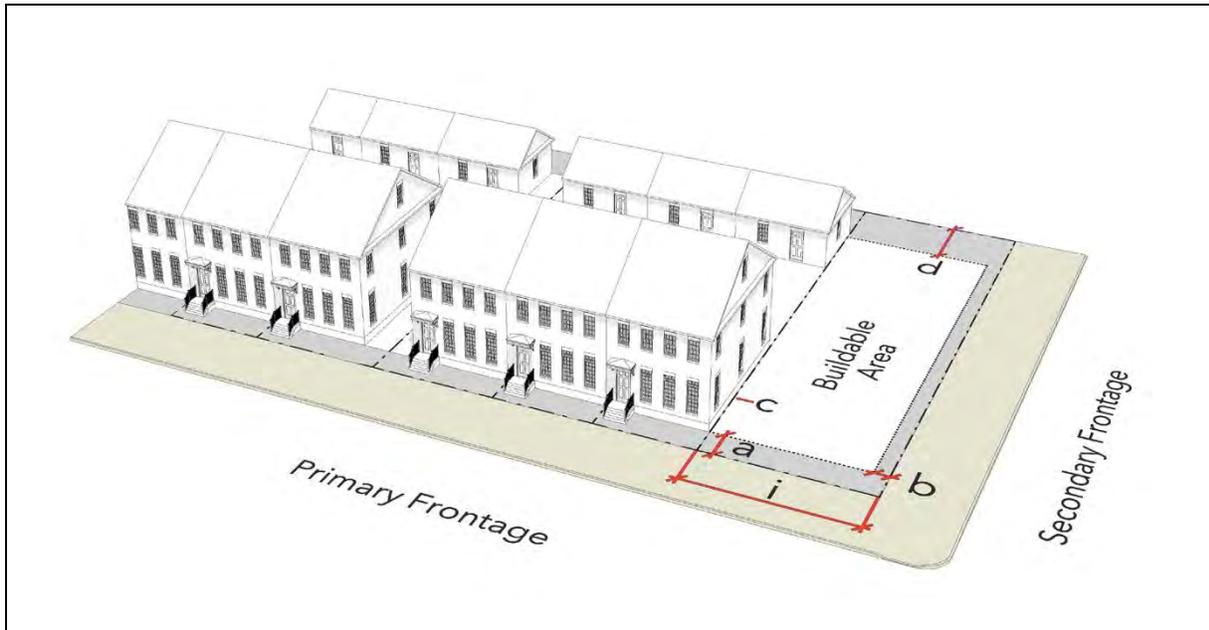
Standard	Permitted
Shallow	Permitted
Urban	Not Permitted
Pedestrian Forecourt	Not Permitted
Vehicular Forecourt	Not Permitted

Facade Types

Porch	Permitted
Stoop	Not Permitted
Common Entry	Not Permitted
Gallery	Not Permitted
Storefront	Not Permitted

- Notes:
- ⁽¹⁾ Measured according to Section 12-2-25(G)(a)(c).
 - ⁽²⁾ See Section 12-2-25(G)(h)(b) for exceptions.
 - ⁽³⁾ Lot width shall only be measured from the right-of-way line. Lot width at the building setback line shall not apply.
 - ⁽⁴⁾ Minimum setback for thirty-foot (30') lots shall be three (3) feet measured from the finished wall or the minimum setback required per applicable Florida Building Code.
 - ⁽⁵⁾ Minimum lot area shall not apply.

Table 12-2-25.5 –Single-Family Attached (Townhouse) Residential Building Types – R-1AA through C-3



Setbacks - Principal Building (feet)

a	Front	8 min.
b	Front, Secondary	5 min.
c	Side (Interior) ⁽¹⁾	0 or 5 min.
d	Rear	25 min.

Frontage (min.)

Primary	80%
---------	-----

Lot Occupation ⁽³⁾

i	Lot Width	16 ft. min.
	Lot Coverage	75% max.

Building Height (max.)

Principal Building ⁽²⁾	45 feet
Accessory Building ⁽²⁾	24 feet

Parking (min.)

Off-street	1/unit
------------	--------

Setbacks - Accessory Building (feet)

a	Front	50 min.
b	Front, Secondary	5 min.
c	Side (Interior)	1 min.
d	Rear	3 min.

Frontage Yard Types

Standard	Not Permitted
Shallow	Permitted
Urban	Not Permitted
Pedestrian Forecourt	Not Permitted
Vehicular Forecourt	Not Permitted

Facade Types

Porch	Permitted
Stoop	Permitted
Common Entry	Not Permitted
Gallery	Not Permitted
Storefront	Not Permitted

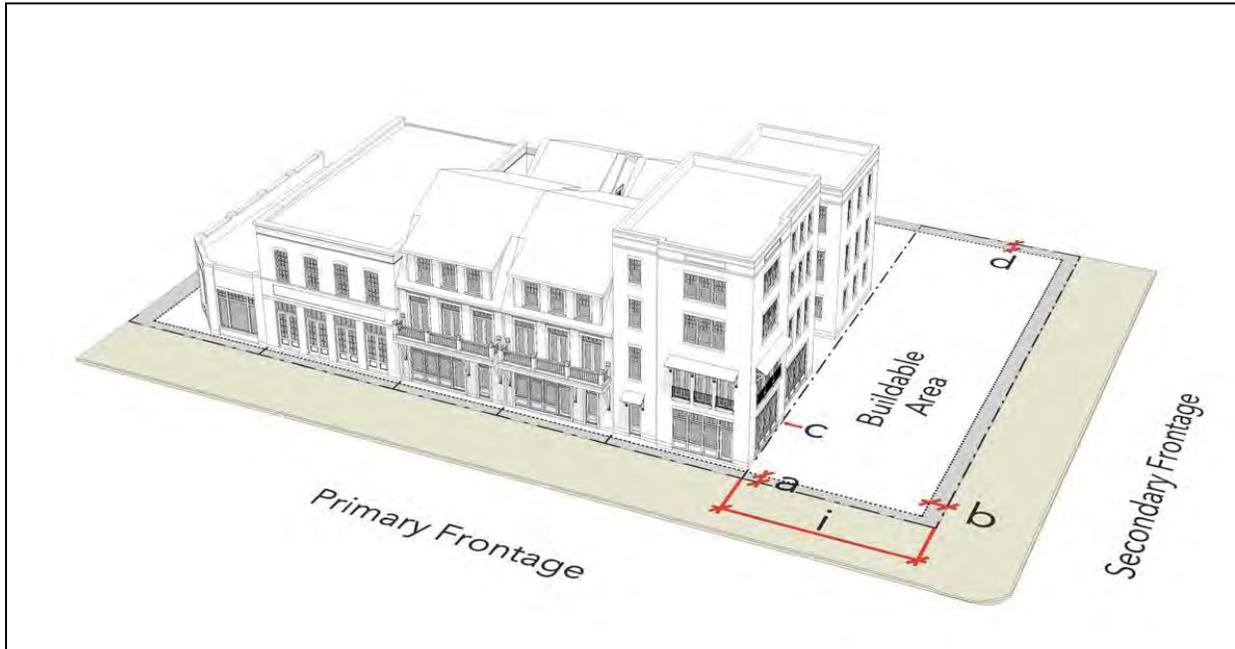
Notes:

⁽¹⁾ ~~Mid-block units shall have a minimum 10-foot separation from each other. Zero foot min (attached/zero lot line buildings)/ 5 foot min (detached buildings).~~

⁽²⁾ Measured according to Section 12-2-25(G)(a)(c).

⁽³⁾ Minimum lot area shall not apply.

Table 12-2-25.6 – Multi-Family, Mixed Use, Neighborhood Commercial and Commercial Building Types
– R-1B R-2A through C-1C-2A



Setbacks - Principal Building (feet)

a	Front (Com./Res.) ⁽¹⁾	5 max. / 15 max.
b	Front, Secondary (Com./Res.)	5 max. / 15 max.
c	Side (Interior) ⁽³⁾	0 or 5 min.
d	Rear	none

Frontage (min.)

Primary	80%
---------	-----

Lot Occupation ⁽⁴⁾

i	Lot Width	16 ft. min.
	Lot Coverage	75% max.

Building Height (max.)

Principal Building ⁽²⁾	4 stories
Accessory Building	N/A

Off-street Parking (min.)

Residential	1/unit
Commercial	Per Sec. 12-2-25(G)(h)

Notes:

- ⁽¹⁾ Lots within the Dense Business Area shall be permitted the lesser front setback.
- ⁽²⁾ Measured according to Section 12-2-25(G)(a)(c).
- ⁽³⁾ Zero foot min (attached/zero lot line buildings)/ 5 foot min (detached buildings).
- ⁽⁴⁾ Minimum lot area shall not apply.

Setbacks - Accessory Building (feet)

Front	N/A
Front, Secondary	N/A
Side (Interior)	N/A
Rear	N/A

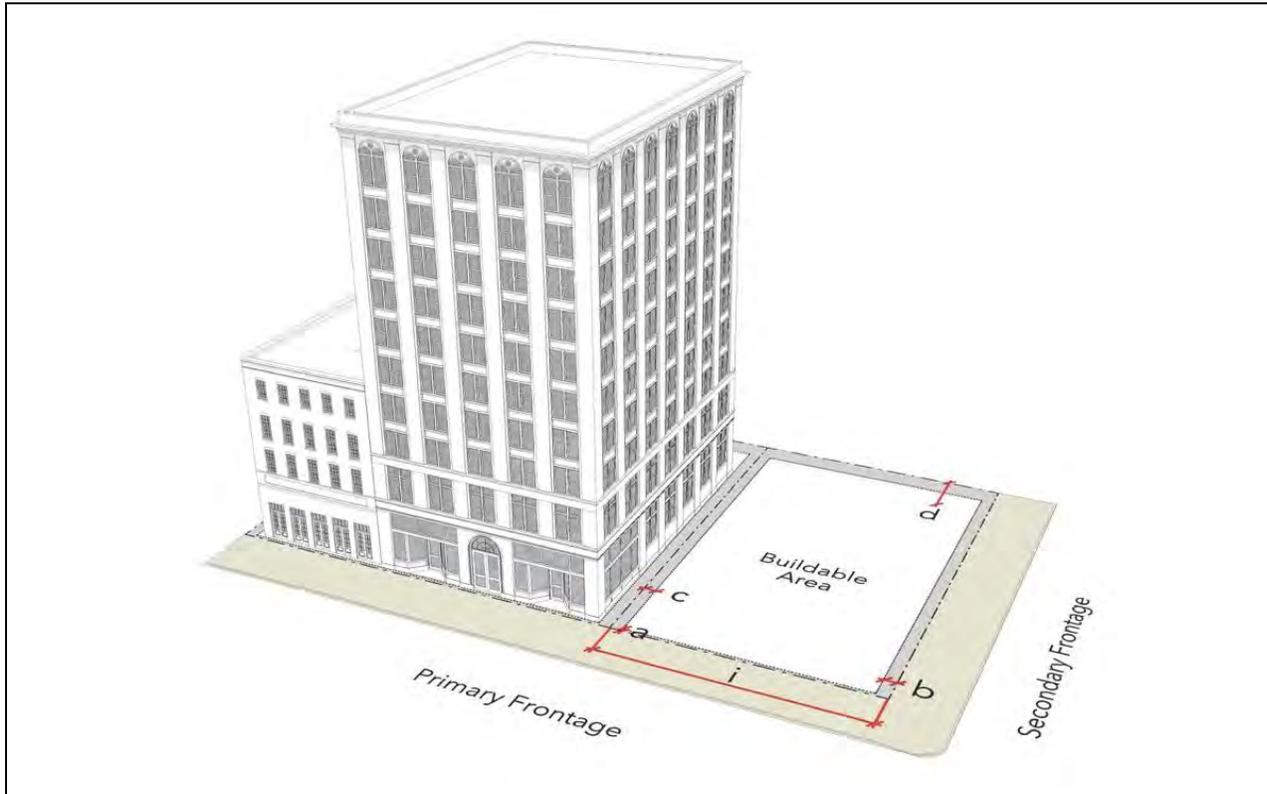
Frontage Yard Types

Standard	Not Permitted
Shallow	Permitted
Urban	Permitted
Pedestrian Forecourt	Permitted
Vehicular Forecourt	Permitted

Facade Types

Porch	Not Permitted
Stoop	Permitted
Common Entry	Permitted
Gallery	Permitted
Storefront	Permitted

Table 12-2-25.7 –Multi-Family, Mixed Use and Commercial Building Types –C-2A, C-2, C-3*



Setbacks - Principal Building (feet)

a	Front (Com./Res) ⁽¹⁾	5 max. / 15 max.
b	Front, Secondary (Com./Res)	5 max. / 15 max.
c	Side (Interior) ⁽³⁾	0 or 5 min.
d	Rear	none

Frontage (min.)

Primary	80-6%
---------	-------

Lot Occupation ⁽⁴⁾

i	Lot Width	16 ft. min.
	Lot Coverage	100% max.

Building Height (max.)

Principal Building ⁽²⁾	10 stories
Accessory Building	N/A

Off-street Parking (min.)

Residential	1/unit
Commercial	Per Sec. 12-2-25(G)(h)

Notes:

- ⁽¹⁾ Lots within the Dense Business Area shall be permitted the lesser front setback.
- ⁽²⁾ Measured according to Section 12-2-25(G)(a)(c).
- ⁽³⁾ Zero foot min (attached/zero lot line buildings)/ 5 foot min (detached buildings).
- ⁽⁴⁾ Minimum lot area shall not apply.

Setbacks - Accessory Building (feet)

Front	N/A
Front, Secondary	N/A
Side (Interior)	N/A
Rear	N/A

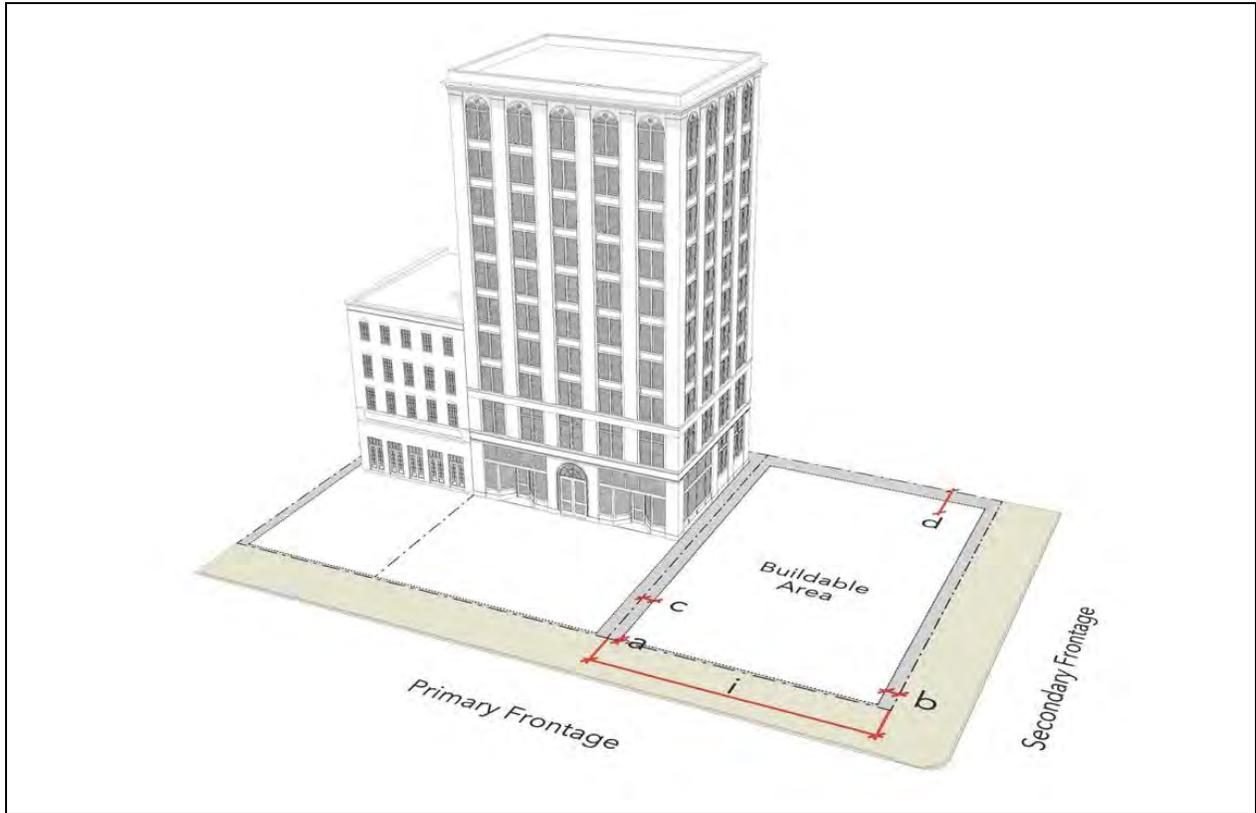
Frontage Yard Types

Standard	Not Permitted
Shallow	Permitted
Urban	Permitted
Pedestrian Forecourt	Permitted
Vehicular Forecourt	Permitted

Facade Types

Porch	Not Permitted
Stoop	Not Permitted
Common Entry	Permitted
Gallery	Permitted
Storefront	Permitted

Table 12-2-25.8 – Hybrid Commercial: Multi-family, Mixed Use and Commercial Building Types - C-3 along C3C FDOT Context Zone)



Setbacks - Principal Building (feet)

a	Front	60 max.
b	Front, Secondary	40 max.
c	Side (Interior) ⁽²⁾	0 or 5 min.
d	Rear	none

Frontage (min.)

Primary	60%
---------	-----

Lot Occupation ⁽³⁾

i	Lot Width	16 ft. min.
	Lot Coverage	100% max.

Building Height (max.)

Principal Building ⁽¹⁾	10 stories
Accessory Building	N/A

Off-street Parking (min.)

Residential	1/unit
Commercial	Per Sec. 12-2-25(G)(h)

Notes:

⁽¹⁾ Measured according to Section 12-2-25(G)(a)(c).

⁽²⁾ Zero foot min (attached/zero lot line buildings)/ 5 foot min (detached buildings).

⁽³⁾ Minimum lot area shall not apply.

Setbacks - Accessory Building (feet)

Front	N/A
Front, Secondary	N/A
Side (Interior)	N/A
Rear	N/A

Frontage Yard Types

Standard	Not Permitted
Shallow	Permitted
Urban	Permitted
Pedestrian Forecourt	Permitted
Vehicular Forecourt	Permitted

Facade Types

Porch	Not Permitted
Stoop	Not Permitted
Common Entry	Permitted
Gallery	Permitted
Storefront	Permitted

(e) *Frontage Types.*

- (a) *Intent.* New buildings proposed for existing neighborhoods should be compatible with or complement the architectural character and siting pattern of neighboring buildings. Maintaining a consistent street-wall is a fundamental component for a vibrant pedestrian life and a well-defined public realm. Buildings closely aligned to the street edge with consistent setbacks, provide a clear sense of enclosure of streets, enabling them to function as pedestrian-scaled outdoor rooms. The placement of buildings along the edge of the sidewalk should be given particular attention as it is that portion of the buildings that is the primary contributor to pedestrian activity.
- (b) Frontage yard type shall be selected and specified along frontages in accordance with the Frontage Yard Types in Table 12-2-25.9, and subject to the standards and guidelines in this Section, including the Form Standards in Tables 12-2-25.3 to 12-2-25.8.
- (c) In addition to the frontage yard type standards contained within Table 12-2-25.9, the following shall be required:
 - 1. Frontage yards shall be wholly open to the sky and unobstructed, except for trees, roof projections, and permitted encroachments attached to principal buildings and/or accessory buildings.
 - 2. Impervious surfaces and walkways in frontage yards shall be subject to the following requirements:
 - a. Where single family attached units occupy a common site, each attached single-family unit with an entrance towards a frontage shall have a walkway connecting the sidewalk to the attached single-family entrance. See Table 12-2-25.9.A (Frontage Yard Types - Shallow Yard) for an illustration depicting single family attached walkway connections.
 - b. At cluster courts, the shared court shall have a walkway connecting the sidewalk at the primary frontage with building entries. See Table 12-2-25.9.B (Frontage Yard Types - Cluster Court) for

an illustration depicting cluster court walkway connections.

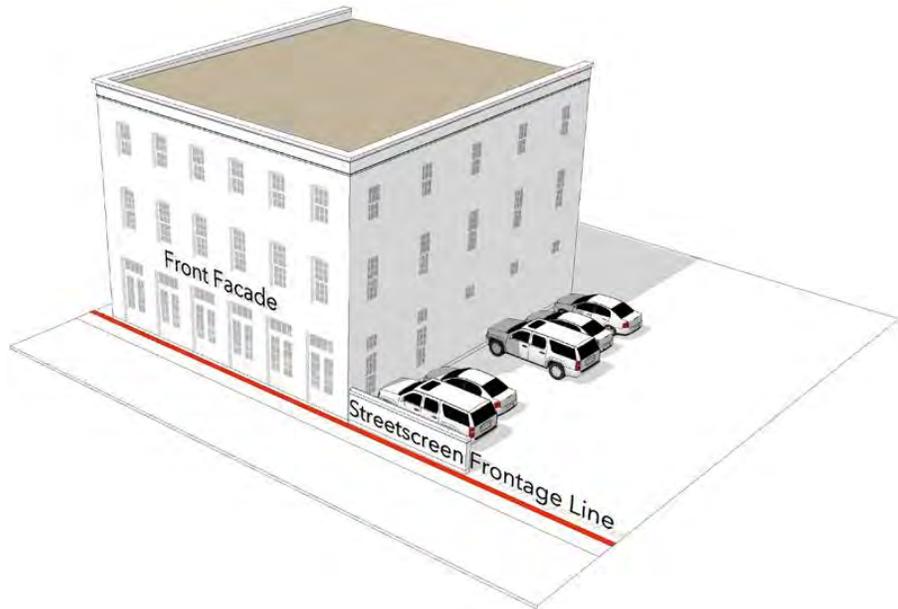
3. ~~In R-NC, R-NCB, R-2, C-1, C-2, C-2A, and C-3~~ For multi-family, mixed use and non-residential types, any portion of a frontage not occupied by buildings, driveways, or walkways shall be lined with a streetscreen as follows:

- a. Streetscreens shall meet the fencing and wall standards according to the Frontage Yard Types specified in Table 12-2-25.9.

- ~~a.~~b. Streetscreens, up to 24 feet long, shall count towards minimum frontage requirements.

- ~~b.~~c. Streetscreens shall be coplanar with the primary building façade, as depicted in Illustration 12-2-25.6 below.

Illustration 12-2-25.6 – Streetscreen Illustrated



4. Street trees and landscaping in frontage yards shall comply with the requirements of Sec. 12-2-25(H).
5. Stormwater ponds shall be prohibited along frontages.
6. Frontage yard setbacks shall be as follows:
 - a. Buildings shall be set back in accordance with the Form Standards specified in Tables 12-2-25.3 to 12-2-25.8.

- b. Where maximum setbacks are specified, they pertain only to the amount of building façade required to meet the minimum building frontage occupation requirements defined in the Form Standards specified in Tables 12-2-25.3 to 12-2-25.8.

Table 12-2-25.9 – Frontage Yard Types

A. Standard Yard (Fenced or not)	
Illustration	
Surface	50% minimum shall be pervious material. A minimum of one (1) tree is required per Section 12-2-25(F)(A). Paving is limited to walkways, and driveways.
Walkways	One (1) per frontage connecting the sidewalk at the primary frontage with building entries.
Fencing	Permitted along frontage lines, and according to Section 12-2-25(E)(H).
B. Cluster Court	
Illustration	
Surface	A minimum 50% of the court shall be landscaped with ground cover, trees, or understory trees. Paving is limited to walkways, and driveways.
Walkways	Court shall be a minimum 20 feet wide and a min. 1,000 sq.ft. in size, and shall have a walkway connecting the sidewalk at the primary frontage with building entries.

Fencing	Permitted except along street frontages, fronted by a shared court, according to Section 12-2-25(E)(H).
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C. Shallow Yard

Illustration	
Surface	Maximum setback of eight (8) feet. 50% minimum shall be landscaped in R-1A, and R-1B and up to 100% may be paved in R-NC and R-NCB.
Walkways	1 per frontage connecting the sidewalk at the primary frontage with building entries.
Fencing	Permitted interior to the building setback line at primary street frontages. Permitted at or interior to secondary street frontage lines according to Section 12-2-25(E)(H).

D. Urban Yard

Illustration	
Surface	Shall be paved at sidewalk grade.

Walkways	Shall be paved at sidewalk grade. Vegetation is permitted in raised containers.
Fencing	Not permitted

E. Pedestrian Forecourt

Illustration	
Surface	Minimum 80% paving-
Fencing	Permitted at or interior to building setback lines and according to Section 12-2-25(E)(H).
Area	Forecourt: A minimum 20 ft. wide up to 30% of the allowable frontage, and a maximum 50 ft. deep.
Activation	Shall be lined with habitable space on 3-sides, or on 2-sides at corner sites.

F. Vehicular Forecourt

Illustration	
Surface	Driveway shall be paved at sidewalk grade. The remainder of front setback may be paved or landscaped.

Fencing	Low wall, maximum 24 inches high, of either brick, or stone is permitted.
Area	Forecourt: 4,200 sq.ft. maximum
Activation	Shall be lined with habitable space on 3-sides, or on 2-sides at corner sites.

(f) *Building Elements.*

- (a) *Intent.* Buildings should be architecturally articulated with such elements as distinguishing expression lines, changes in fenestration, material and/or color and designed in proportions that reflect human-scaled pedestrian movement to encourage interest at the street level.
- (b) *Façade Types.* Façade Types shall be as follows:
1. Porches, stoops, common entries, galleries and storefronts shall constitute allowable Façade Types as defined in Table 12-2-25.10 in accordance with the Form Standards in Tables 12-2-25.3 to 12-2-25.8.
 2. Façade Types shall be selected and specified along frontages in accordance with Table 12-2-25.10.
 - a. Porches shall not be required for single family detached and two family (duplex).
 3. Projections into setbacks shall be permitted as follows:
 - a. Roof overhangs, cornices, window and door surrounds and other facade decoration may project up to two (2) feet.
 - b. Where permitted, shading devices may project into the front setback up to the property line with a minimum eight (8) foot clearance.
 - c. Balconies may project up to three (3) feet.
 - d. Bay windows may project up to three (3) feet.
 - e. Porches and stoops may project in accordance with the Façade Types defined in Table 12-2-25.10.
 - f. Projections shall not, in any instance, exceed beyond the property line.

Table 12-2-25.10 – Façade Types

A: Porch	
Entry Grade	Minimum 18 inches above average finished grade
Requirements	<ul style="list-style-type: none"> • Required at the primary building entrance. • Porches shall be a minimum 6 feet in depth. • Porches and related structures may project into front setbacks a maximum 10 feet. • Porch openings shall be vertical in proportion. • Porches shall be a maximum 10 feet in height. Columns shall have a minimum diameter of six (6) inches, and should have a capital and a base. 
B: Stoop	
Entry Grade	Minimum 34 inches above average average finished grade
Requirements	<ul style="list-style-type: none"> • A stoop is required at building entrances, projecting from the facade. • Wood is prohibited for stoop railings. • Stoops and related structures may project into front setbacks up to 100%. 
C: Common Entry	
Entry Grade	Minimum 18 inches and a maximum 24 inches above average average finished grade
Requirements	<ul style="list-style-type: none"> • A single collective entry to a multi-family lobby is required at the primary building entrance. • Canopies and awnings are permitted to project into front setbacks up to 100% of their depth. 

D: Gallery	
Entry Grade	At average sidewalk grade
Requirements	<ul style="list-style-type: none"> • Where a gallery occurs, it is required along a minimum of 80% of the frontage. • Encroachments are permitted according to Section 12-2-25(E)(G). • Awnings are not permitted in galleries. 

E: Storefront	
Entry Grade	At average sidewalk grade
Requirements	<ul style="list-style-type: none"> • A storefront is required at the primary entrance of the tenant space. Storefronts are permitted according to Section 12-2-25(G)(f)(d). 

- (c) *Building Entries*. Building entries shall be as follows:
1. Building entrances shall be clearly visible from the street.
 2. One (1) building entry shall be provided every eighty (80) feet of facade leading to a habitable space.
 3. Building entries for mixed use buildings shall differentiate entrances for residential and commercial uses.
 4. Entries for multi-family buildings shall provide protection from the elements with canopies, marquees, recesses or roof overhangs.
 5. Residential building entries shall be restricted as follows:

- a. Single family and multi-family residential buildings shall be raised above ~~average~~ finished grade, at the front ~~property of the building~~line, according to Façade Types defined in Table 12-2-25.10.
 - b. In no instance shall single-family and multi-family residential building entries be raised less than eighteen (18) inches above ~~average~~ finished grade.
 - c. Entry grade shall be measured from the ~~average~~ finished grade to the first finished floor.
6. Mixed-use and commercial building entries shall be at ~~average~~ sidewalk grade.

(d) *Storefronts.*

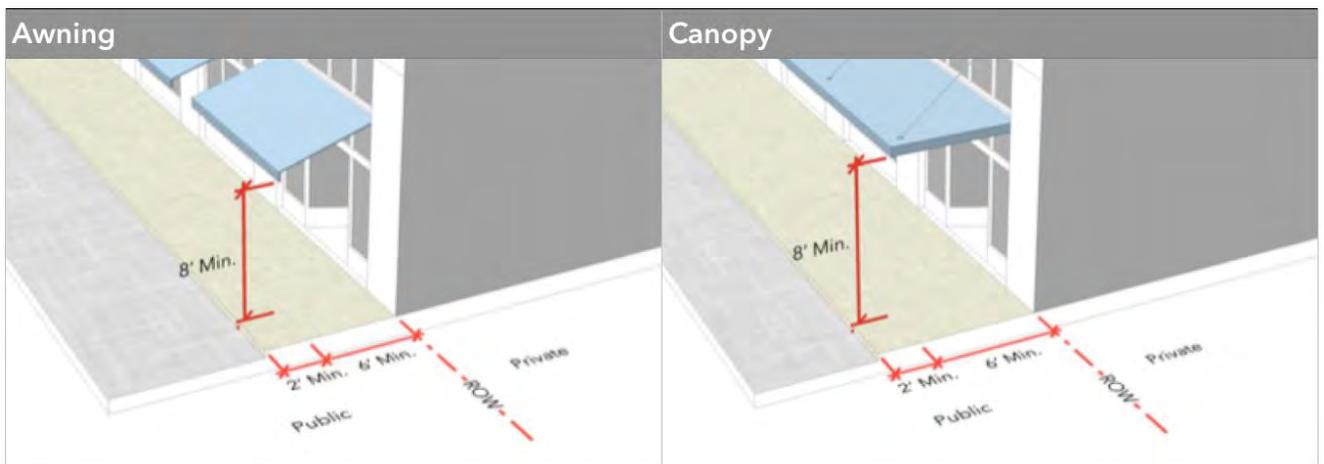
1. Intent. Storefronts should be architecturally articulated through the varied use of high-quality durable materials, display windows, entrances, awnings and buildings signs. Their signage, glazing and doors should be conceived as a unified design. High quality, durable materials are especially important at street level within reach of pedestrians.
2. Storefronts shall provide a minimum of 70% glazing (void to solid ratio of surface area along principal facades at the ground level).
3. Extruded aluminum storefront frames are discouraged, and where used, shall present a simple, relatively flat profile to avoid heavily extruded profiles.
4. Opaque, smoked, and reflective glass on storefront windows shall be prohibited. Low-E shall be permitted as per Florida Building Code.
5. Materials for storefronts shall consist of stone, brick, concrete, stucco, metal, glass, cementitious siding and/or wood. Construction detail and finish shall adhere to craftsman standards.
6. Outdoor dining areas on sidewalks and/or within the public right-of-way shall be permitted subject to the following standards:
 - a. Outdoor dining areas shall be separated from public walkways and streets using railings, fences, bollards, planters, and/or landscaping.

- b. A minimum unobstructed pedestrian path of at least six (6) feet wide shall be provided along public right-of-ways.
- c. Outdoor dining areas within the public right-of-way shall comply with Sec. 12-12-7 (license to use).

(g) *Building Encroachments.*

- (a) Encroachments located within the public right-of-way shall comply with Sec. 12-12-7 (license to use), Sec. 12-2-35 (visibility triangle) and any clearance standards established by the Engineering Division of the City of Pensacola Public Works and Facilities Department and the Florida Greenbook.
- (b) Awnings for storefronts and canopies are not subject to Sec. 12-12-7 (license to use) but shall be restricted as follows:
 1. Awning and canopies may project into the public right-of-way, up to a maximum of two (2) feet from the curb.
 2. Awnings and canopies shall be a minimum of six (6) feet in depth and have a minimum of eight (8) feet of vertical clearance. See Illustration 12-2-25.7 for a depiction of awning and canopy encroachment measurements.

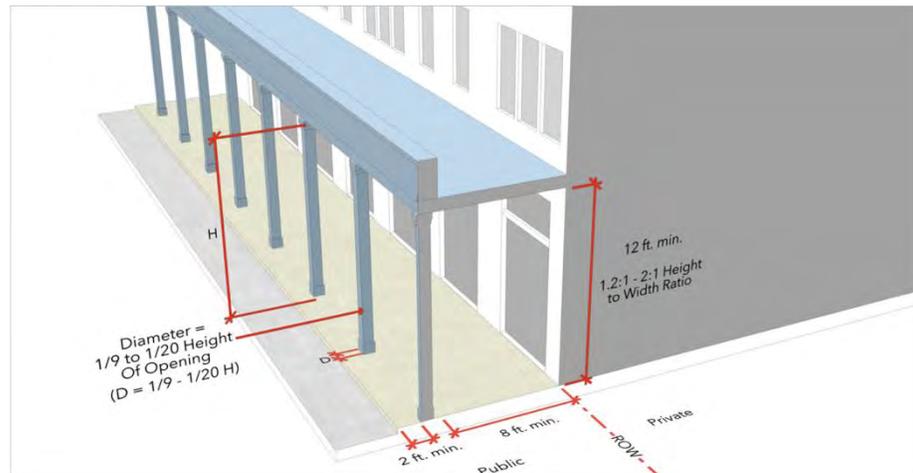
Illustration 12-2-25.7 – Awning and Canopy Encroachment Measurements



(c) Galleries shall be restricted as follows:

1. Galleries shall be subject to and shall comply with Sec. 12-12-7 (license to use).
2. Galleries shall not alter height or width along a building façade.
3. Galleries shall be a minimum of 8 feet in depth and a minimum of 12 feet in height, maintaining a 1.2:1 to a 2:1 height to width ratio, as depicted in Illustration 12-2-25.8.
4. Gallery columns should have a diameter between 1/9th and 1/20th their height, measured from the base to the bottom of the entablature, as depicted in Illustration 12-2-25.8, and should have a capital and a base.
5. Galleries should encroach into building setbacks.
6. Galleries should encroach over sidewalks.
7. Where galleries encroach over sidewalks, they shall not extend beyond a maximum of two (2) feet from the curb, as depicted in Illustration 12-2-25.8.

Illustration 12-2-25.8 - Gallery Encroachments



(h) *Parking Access, Design and Reductions.*

- (a) Intent. The intent of these standards is to guide the placement and design of parking, when it is provided. Vehicular parking spaces should be carefully integrated to avoid the negative impacts of large surface parking areas on the pedestrian environment. In general, parking supply should be shared by multiple users and property owners to facilitate the ability to "park once and walk". On-street parallel parking is encouraged on both sides of the street to provide a supply of convenient shared parking, and as a means to provide a protective buffer for pedestrians on the sidewalk. Where surface parking is permitted, it should be hidden or screened from the pedestrian realm by use of garden walls and narrow landscape edges. Parking garages, where provided, should be masked from frontages by liner buildings no less than 24 feet in depth. They are encouraged to be designed for possible future conversion to other non-parking functions, including office, residential and/or commercial use.
- (b) All parking access and design shall comply with the Form Standards in Tables 12-2-25.3 to 12-2-25.8 and the following:
1. Parking standards in the Dense Business Area (DBA) defined in Chapter 12-14 (definitions) shall take precedence over the Form Standards in Tables 12-2-25.3 to 12-2-25.8 and those included in this subsection.
 2. Minimum parking requirements are as follows:
 - a. Parking requirements shall be in accordance with Sec. 12-3-1(B) (parking requirements for specific land uses) with the following exception:
 - (1) Off-street parking requirements for residential use types shall be one (1) space per unit unless otherwise exempted.
 - b. Shared parking shall be according to Sec. 12-3-1(D) (off-site parking).
 - c. Parking reductions shall be calculated according to Table 12.3-1 (Downtown Pensacola CRA Parking Reductions).
 - d. Lots thirty (30) feet or less in width shall not be subject to minimum parking requirements, except for:

- (1) Lots fronting streets where on-street parking is not permitted.
- e. Lots less than forty-two (42) feet wide shall be accessed from a rear lane, where possible. Where not possible, the following exceptions shall be permitted, in coordination with the Engineering Division of the City of Pensacola Public Works and Facilities Department:
- (1) Parking in the rear of the lot, subject to accessory structure setbacks as defined within the Form Standards in Tables 12-2-25.3 to 12-2-25.8. Shared driveways are encouraged.
 - (2) A single-car garage, subject to the minimum frontage occupation requirements defined within the Form Standards in Tables 12-2-25.3 to 12-2-25.8.
 - (3) Driveways shall be exempt from minimum width and spacing requirements defined in Sec. 12-2-25(I)(b)(d).
- f. Lots shall be accessed through a rear lane when the development is over 75% of the block.
3. Vehicular parking location is restricted as follows:
- a. *Single family residential types.*

- (1) Residential off-street parking, where required, shall be provided within garages, carports or on driveways for all single family residential types.
- (2) Uncovered parking shall be permitted the entire length of the driveway, including within the front setback, but not beyond the property line.
- (3) *Single-family detached and two-family (duplex) Off-street Parking.*
 - a. Covered or garage parking for single-family detached and two-family (duplex) buildings shall be setback a minimum twenty (20) feet behind the principal building façade. See Illustration 12-2-25.9 for a depiction of covered parking placement for single family detached and two-family attached (duplex) buildings.

Illustration 12-2-25.9 – Garage Locations Illustrated



- b. The outer edge of driveways shall be placed a maximum of two feet from either side property line. See Illustration 12-2-25.10 for a depiction of driveway placement for single family detached and two-family attached (duplex) buildings on 30' wide lots.

Illustration 12-2-25.10 – Driveway Locations Illustrated



- (4) *Single-family attached*. Off-street parking for single-family attached residential types shall only be permitted in the rear 50% of the lot.

- (5) Tandem parking is encouraged.
- (6) Shared driveways are encouraged.

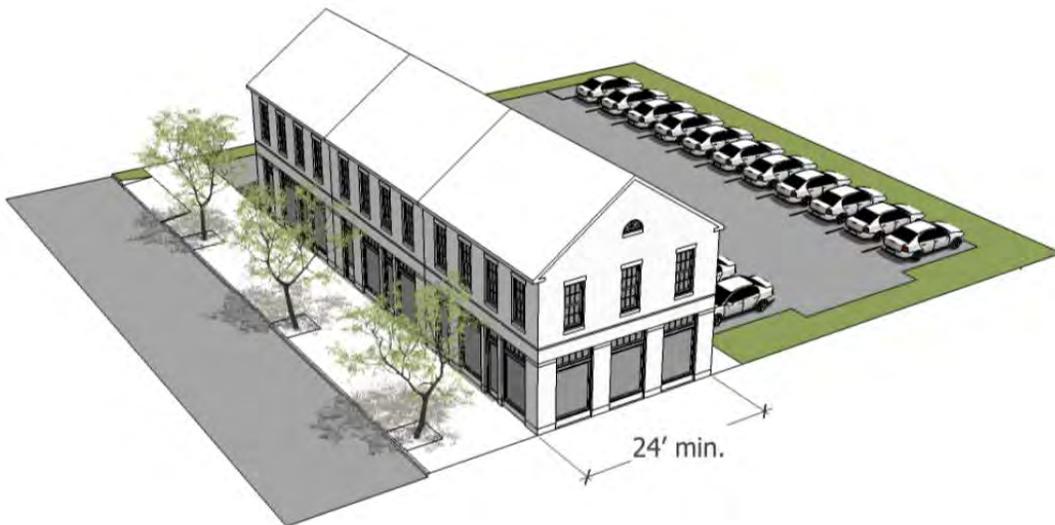
b. Multi-family, mixed use and non-residential types.

(1) *Off-street* parking shall not be permitted within the front setback area. Exceptions include:

a. Properties adjacent to a thoroughfare identified as an FDOT C3C Suburban Commercial Context Classification Zone as defined within Sec. 12-2-25(I)(a)b (context classification). Such properties shall conform to the Form Standards according to Table 12-2-25.8 (Hybrid Commercial).

(2) Off-street parking shall be masked from frontages by liner buildings no less than 24 feet in depth to achieve the minimum frontage occupation. See Illustration 12-2-25.11 depicting off-street parking lot masking with liner buildings and Section 12-2-25(G)(e)(C)(3) for permitted streetscreen requirements.

Illustration 12-2-25.11 – Parking Lot Masking with Liner Buildings



(3) The ground floor of commercial buildings with a gross floor area less than 1,500 square feet shall be exempt from parking requirements.

4. Bicycle parking.

a. Minimum bicycle parking requirements shall be as follows:

(1) Bicycle parking shall not be required for single-family residential or multi-family residential with less than eight (8) units.

(2) Bicycle parking requirements shall be according to Table 12-2-25.11.

Table 12-2-25.11 - Minimum Required Bicycle Parking

Building Type	Location	R-2A through C-2A	C-2, C-3*
Multi-Family	Primary & Secondary Frontages	Minimum 0.25 spaces per unit	Minimum 0.50 spaces per unit
Non-Residential	Primary & Secondary Frontages	Minimum 0.50 spaces per 1,000 square feet	Minimum 0.75 spaces per 1,000 square feet

**Excluding C3C Context Zones.*

(3) Bicycle parking locations within the public right-of-way shall be coordinated with the Engineering Division of the City of Pensacola Public Works and Facilities Department and subject to Sec. 12-12-7 (license to use), and minimum clearance distances.

b. Bicycle parking configuration shall be as follows:

(1) Bicycle racks shall not be located within:

a. Five (5) feet of fire hydrants.

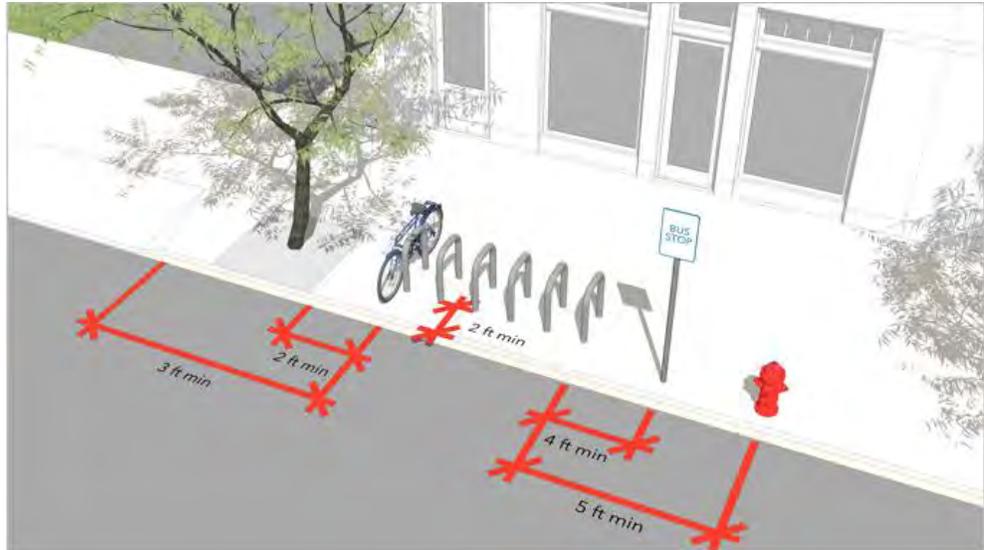
b. Four (4) feet of loading zones and bus stop markers

c. Three (3) feet of driveways and manholes

d. Two (2) feet of utility meters and tree planters

See Illustration 12-2-25.12 for a depiction of bicycle parking clearances.

Illustration 12-2-25.12 – Bicycle Rack Clearances



c. Bicycle parking located along private or public streets shall be subject to the following:

- (1) Bicycle racks installed parallel to curbs shall be set back from the curb a minimum of two (2) feet, as illustrated in Illustration 12-2-25.11.
- (2) Bicycle racks installed perpendicular to curbs shall allow for a minimum clearance of two (2) feet at the curb and six (6) feet of pedestrian way with a 56 cm or 22 in bicycle properly locked to the rack.
- (3) Bicycle racks should be spaced a minimum of 36 inches apart.
- (4) Bicycle racks shall allow bicycle frames to be locked at two points of contact with the rack.

(i) *Fences and walls.*

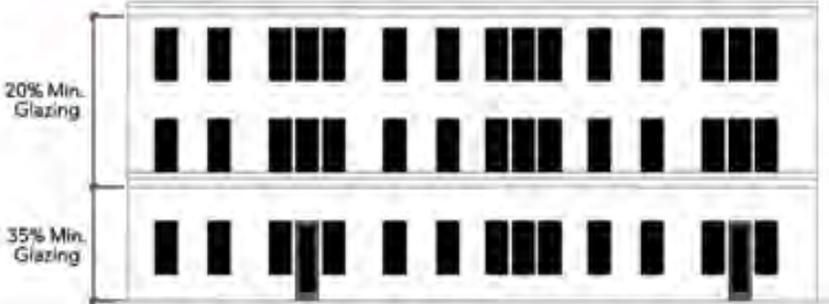
- (a) Where provided, fences and walls shall provide full enclosure.
- (b) Fences and walls shall be restricted according to Frontage Yard Types in Table 12-2-25.9 and Sec. 12-2-35 (visibility triangles).

- (c) Height of fences and walls shall comply with the following:
 - 1. Height shall be limited to a minimum 30 inches and a maximum 42 inches within the front setback.
 - 2. Height shall be limited to eight (8) feet behind the building face at non-frontages.
- (d) Materials for fences and walls shall be limited as follows:
 - 1. Approved materials shall include, but are not limited to wood, brick, stone, and wrought iron.
 - 2. Vinyl is discouraged on all frontages.
 - 3. Chain-link, exposed concrete block, barbed-wire and razor wire shall be prohibited.
 - 4. Wood fences shall have the finished side to the public frontage.
 - 5. Where hedges are utilized along frontages, they shall be maintained in accordance with Sec. 12-2-25(H)(b)5.

(j) *Windows and Glazing.*

- (a) Windows shall meet the following requirements:
 - 1. Windows on frontages shall be square or vertical in proportion, with the exception of transoms and special windows.
 - 2. Windows should have muntins for residential building types, which should be vertical in proportion.
 - 3. Single panes of glass shall not exceed 20 square feet for residential building types.
- (b) Glazing shall meet the following requirements:
 - 1. Storefront glazing requirements shall be according to Table 12-2-25.12.
 - 2. For residential and mixed use buildings, excluding commercial uses at grade, the percentage of glazed wall area shall be a minimum 20%.
 - 3. Reflective and tinted windows shall be prohibited for residential buildings.
 - 4. Stained, reflective and tinted windows shall be prohibited at ground floor commercial uses. Low-E is permitted as per Florida Building Code

Table 12-2-25.12 – Glazing Requirements

Residential	
At & Above Grade	Minimum 20% along frontages
	
Multi-Family & Office	
Above Grade	Minimum 20% along frontages
At Grade	Minimum 35% along frontages
	
Mixed-use	
Above Grade	Minimum 20% along frontages
At Grade	Minimum 70% along frontages
	

(k) *Lighting on Private Property*

- (a) Lighting shall be arranged to be contained on-site and to reflect away from adjacent property.

(H) *Landscape Standards and Guidelines.*

- (a) *Intent.* Supplement the urban canopy, accommodate stormwater, increase access to open space and facilitate pedestrian movement throughout the existing block patterns to meet the urban design goals of the Community Redevelopment Agency. A healthy tree canopy contributes to the health of citizens and the environment, and is fundamental to a vibrant pedestrian life and a well-defined public realm. Trees closely aligned to the street edge with consistent setbacks, provide a clear sense of enclosure of streets, enabling them to function as pedestrian-scaled outdoor rooms. The placement of trees along the edge of the sidewalk should be given particular attention as a major contributor to pedestrian activity. Trees and other native plants placed in drainage right-of-ways and parking islands contribute to the control of stormwater quantity and quality.

(b) *Landscape on Private Property.*

- (a) Landscaping in frontage yards are subject to the requirements of the Frontage Yard Types in Table 12-2-25.9, and Sec. 12-2-25 (visibility triangles), and the following:

1. For single-family detached and two-family lots, one tree for every lot or for every 50 feet of linear frontage along the right-of-way shall be preserved or planted. Trees planted to meet this requirement shall be as follows:
 - a. Measured at diameter breast height (DBH), as described in Sec. 12-6-2(E)(DBH).
 - b. For lots with a front setback of less than eight (8) feet where planting in front yards is not possible, required trees shall be planted elsewhere on the block itself.
2. Ground vegetation or shrub plantings with spines, thorns, or needles that may present hazards to pedestrians, bicyclists, or vehicles shall be maintained a minimum distance of two (2) feet from the edge of walkways and sidewalks.

3. In single-family detached and two-family lots, trees shall be protected in accordance with Section 12-2-10(A)(5)(b) (protection of trees).
 4. When off-street parking is located in front or side setbacks, a year-round streetscreen along the street edge(s) of the parking lot shall be installed as a means of buffering, according to Sec. 12-6-3(B) (off-street parking and vehicle use areas).
 5. Hedges planted along street right-of-ways shall be between three (3) and five (5) feet in height at maturity.
- (b) Minimum landscape area requirements of the development site for all building types except single family detached and two-family attached (duplex) shall be according to Table 12-2-25.13. Landscape requirements for single family detached and two-family attached shall be in accordance with Sec. 12-2-25(H)(b)(a) and Table 12-2-25.9, Frontage Types.

Table 12-2-25.13 - Minimum Landscape Area Requirements

Zoning District	Percent
R-1AAA through R-2	25
R-NC, R-NCB, C-1, C-2, C-2A, C-3, M-1, M-2	15

(c) *Buffer Yards.*

- (a) In addition to the buffer yard requirements of Sec. 12-2-32 the following shall apply:
1. Berms shall not be installed as part of a required buffer without review and approval by the Engineering Division of the City of Pensacola Public Works and Facilities Department to ensure a proposed berm will not have a detrimental effect on adjacent properties by impeding or diverting stormwater flow.
 2. Berms shall be planted and stabilized to prevent erosion.
 3. Buffer yards may be used to create rain gardens or other stormwater facilities with the selection of appropriate plant material, according to the City's approved plant list and approval by the a Engineering Division of the City's Public Works and Facilities Department.

4. Plants in these stormwater facilities shall be selected to meet any applicable buffer yard screening requirements, and they should be tolerant of periodic inundation and drought. It is recommended that native plants be selected from the *Florida Friendly Landscaping Guide to Plant Selection & Landscape Design*, Northern Region, and *Waterwise Landscapes* by the South Florida Water Management District, according to Table 12-2-25.14.

Table 12-2-25.14 - Bioretention & Rainwater Garden Plant List.

Flowers	
Common Name	Scientific Name
Blue Flag Iris	Iris Hexagona
Cardinal Flower	Lobelia Cardinalis
Chipola Coreopsis	Coreopsis Integrifolia
Goldenrod	Solidago spp.
Swamp Sunflower	Helianthus Angustifolius
Spider Lily	Hymenocallis Latifolia
Swamp Lily	Crinum Americanum
Swamp Milkweed	Asclepias Perennis
Grasses	
Common Name	Scientific Name
Blue-Eyed Grass	Sisyrinchium Atlanticum Bicknell
Florida Gamma Grass	Tripsacum Floridanum
Muhly Grass	Muhlenbergia Capillaris
Path or Soft Rush	Juncus spp.
Rainlily	Zephyranthes spp.
River Oats	Chasmanthium Latifolium
Wiregrass	Aristida Stricta
Shrubs	
Common Name	Scientific Name
Beautyberry	Callicarpa Americana
Buttonbush	Cephalanthus Occidentalis
Virginia Willow	Itea Virginica
Wax Myrtle	Myrica Cerifera

(d) *Street Trees in the Public Right-of-Way.*

- (a) Street trees shall be provided in the public right-of-way for all developments except single family detached and two-family (duplex), in accordance with Sec. 11-4-88 (placement of trees and poles), Sec. 12-6-3 (landscaping requirements) and this subsection.
- (b) Where street trees cannot reasonably be planted, payment in lieu of planting shall be made to a new and dedicated CRA tree planting fund, at the value established in Section 12-6-6(B)(5).
- (c) Street tree planting, and maintenance requirements shall be as follows:
 - 1. For each lot, one tree shall be provided on an average of thirty-five (35) linear feet of public right-of-way frontage, where no underground utility conflicts exist.
 - 2. Where greenways exist, trees shall be required to be planted within the greenway. The following exceptions shall apply:
 - a. Where no greenway exists or where the greenway is less than three (3) feet wide, between sidewalk and curb, required street trees shall be planted on the block.
 - b. Where planting within the greenway is infeasible due to utility conflicts, required street trees shall be planted on the block
 - 3. Trees planted three (3) feet or less from a public sidewalk shall have a minimum clearance of six feet and six inches (6'-6") between the public walking surface and the lowest branches at planting.
 - 4. Mature trees shall be maintained at a minimum clearance of eight (8) feet above the public walking surface.
 - 5. Trees planted within the public right-of-way shall include a root barrier to prevent the shifting of sidewalks at maturity.
 - 6. Installation of tree pits and grates within the public right-of-way shall be coordinated with the City of Pensacola Public Works and Facilities Department for style consistency. Installed tree pits and grates shall be maintained by the property owner in perpetuity.

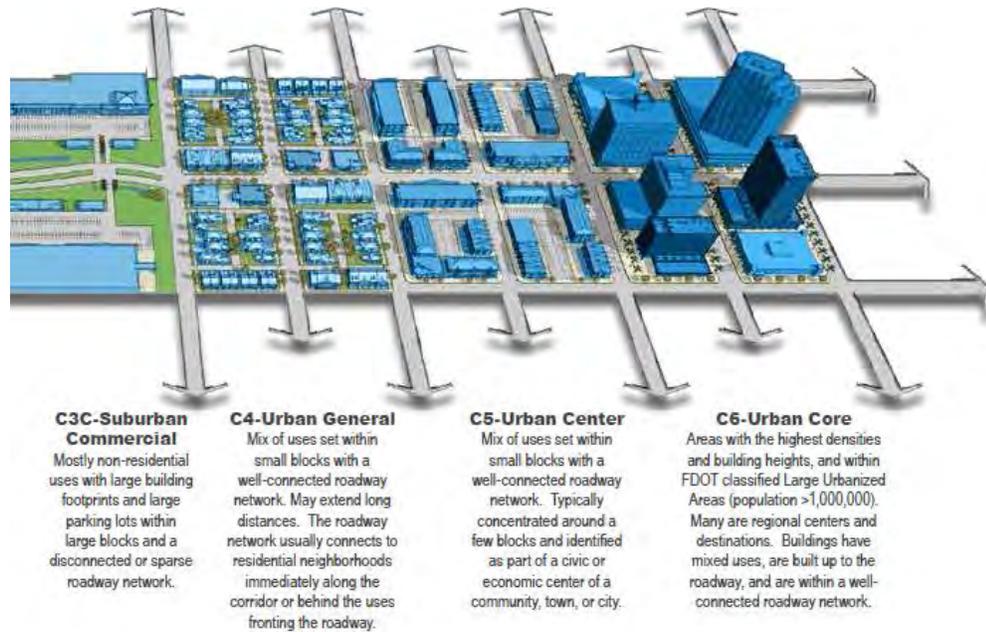
7. Where possible, trees may be clustered together to share soil space.
- (d) Tree selection shall be limited to those allowable plantings contained within the Tree Replant List specified in Appendix B (Tree Replant List). The following conditions shall apply:
1. Where overhead utilities occur, a tree with smaller size at maturity shall be selected.
- (e) Tree selection and placement shall be coordinated with the Engineering Division of the City of Pensacola Public Works and Facilities Department and subject to Sec. 12-2-35 (visibility triangle) and Sec. 12-2-7 (license to use).
- (f) Mixed-use and non-residential building types shall comply with the following:
1. Where galleries are not provided, street trees shall be planted, unless in conflict with underground utilities. Where there are overhead utilities, appropriate species from the Tree Replant List specified in Appendix B shall be selected.
 2. Where a gallery is provided, and the greenway that occurs between the sidewalk and the back of curb is less than three (3) feet wide, no street trees shall be required.
 3. Where a greenway at least three (3) feet wide occurs between the gallery and the back of curb, and no overhead or underground utilities prevent street tree installation, planting of a street tree shall be required.
 4. Where paved surface occurs between the gallery and curb, installation of street trees in individual tree pits with tree grates, or linear planters with pervious pavers between several trees, shall be required.
 5. Where trees are planted in sidewalk planters, the minimum sidewalk planting pit dimensions shall be four feet by four feet (4' x 4').

(I) Thoroughfare Standards and Guidelines.

(a) Context Classification.

(a) The Context Classification system, as developed by FDOT and described within the FDOT Complete Streets Manual, shall be adopted to identify place and guide streets and other transportation features, and to allow transportation to support adjacent land uses. See Illustration 12-2-25.13 depicting context classification zones.

Illustration 12-2-25.13 – Context Classification Zones Illustrated.



(b) Streets shall be classified in accordance with the Zoning to Context Classification Translations specified in Table 12-2-25.15.

Table 12-2-25.15 – Zoning to Context Classification Translation

Context Classification (FDOT) Zone	Zoning District
C ₄ – Urban General	R-1AAA through R-2
C ₅ – Urban Center	R-NC through C-3
C ₃ C – Suburban Commercial	C-3 adjacent to M-1 or M-2. <i>Limited to segments which abut such zoning districts.</i> M-1 M-2

(b) Street Design.

- (a) Design of local streets shall be guided by the Florida Greenbook, Chapter 19 Traditional Neighborhood Design.
- (b) Where a greenway of at least five (5) feet exists, driveway approaches and curb cuts shall not be permitted to interrupt the sidewalks.
- (c) *Sidewalks.* Sidewalks shall be required on all street frontages in residential, nonresidential, commercial and industrial developments in accordance with standards established by the Engineering Division of the City’s Public Works and Facilities and the Florida Greenbook.
- (d) *Driveways and curb cuts.* Driveway, driveway approaches and curb cut requirements shall be as follows:
 - 1. *Single-family residential types.* Driveway and curb cut widths for single-family residential types shall be according to Table 12-2-25.16.

Table 12-2-25.16 - Single-family Residential Driveway & Curb Cut Widths

Driveway Type	Minimum Width	Maximum Width
Single-Use	10 feet	20 feet
Joint-Use	10 feet	22 feet

2. *Multifamily, mixed use and non-residential types.* Driveway and curb cut widths for multi-family and non-residential types shall be according to Table 12-2-25.17.

Table 12-2-25.17 - Multi-family/Non-Residential Driveway & Curb Cut Widths

Driveway Type	Minimum Width	Maximum Width
All	12 feet	24 feet

3. Driveway and curb cut spacing on a single property shall be a minimum of 42 feet with the following exception:

a. Lots equal to or less than forty-two (42) feet wide shall be ~~exempt from driveway spacing requirements~~ limited to one (1) driveway and curb cut.

(J) Definitions. [Definitions enumerated.]

As limited to Sec. 12-2-25 (CRA Urban Design Overlay District) unless context clearly indicates otherwise.

Building height, single-family residential, means the vertical distance of a building measured from the ~~average elevation of the~~ finished grade to the bottom of the eave for pitched roof buildings or the bottom of the parapet for flat roof buildings.

Building height, multi-family and non-residential, means the vertical distance of a building measured by stories. The restrictions to story height are according to Section 12-2-25(G)(a)(c).

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

Colonnade means a row of columns joined by an entablature. Colonnades may cover sidewalks and may front storefronts.

Complete street means a thoroughfare that is designed giving each user an equal level of priority including pedestrians, cyclists, transit users, and drivers.

Craftsman Standards means a baseline of construction quality denoting a finished project.

[FDOT] Distinct Context Classifications Zone means classifications, along with functional classification and design speed, determine the corresponding thoroughfare design standards within the Florida Design Manual. (<http://www.fdot.gov/roadway/CSI/files/FDOT-context-classification.pdf>)

Eave means the edge of the roof that meets or overhangs the walls of a building.

Encroachment means certain permitted building elements which may cross established setbacks or rights-of-way.

Entablature means a horizontal, continuous building element supported by columns or a wall.

Facade, building, means the exterior wall of a building that faces a frontage line.

Facade Type means the different configurations of building elements that make up a building facade, such as a storefront, porch, etc. See Table 12-2-25.10.

Figures and Tables mean any chart or graphic presentation in this title which is specifically designated as a "Figure" or "Table" shall be deemed to be a part of the text of the title and controlling on all development.

Frontage line means a property line bordering a public frontage. Facades facing frontage lines define the public realm and are therefore more regulated than the elevations facing other property lines.

Frontage, primary, means the frontage facing a public space such as a street of higher pedestrian importance (i.e. traffic volume, number of lanes, etc.). Typically, the shorter side of a lot.

Frontage, secondary, means the frontage facing the public space such as a street that is of lesser pedestrian importance (i.e. traffic volume, number of lanes, etc.). Typically, the longer side of the lot.

(Building) Frontage Occupation means the length of the frontage that is occupied by a building or a building and open space.

Frontage Yard Type means the configuration of the area between the facade of the building and the frontage line such as a standard, shallow, cluster court, etc. See Table 12-2-25.9.

Frontage Yard Type (Cluster Court) means a frontage yard type where a group of houses has their primary facades facing a common green or open space that is horizontal to the primary frontage.

Frontage Yard Type (Pedestrian forecourt) means a frontage yard type where the primary facade is located near the lot line with an area setback to accommodate open space and the primary entrance of the building.

Frontage Yard Type (Shallow) means a frontage yard type where the facade is slightly setback from the lot line.

Frontage Yard Type (Standard) means a frontage yard type where the facade is set back from the lot line. Fences are permitted and the setbacks are visually continuous with adjacent yards.

Frontage Yard Type (Urban yard) means a frontage yard type where the facade is at or near the lot line and the surface is paved.

Frontage Yard Type (Vehicular Forecourt) means a frontage yard type where the primary facade is located near the lot line with an area setback to accommodate a driveway meant for passenger loading and unloading.

Gallery means a covered sidewalk in front of a storefront that supports either a roof or outdoor balcony above.

Habitable Space means building space which use involves human presence with direct view of the enfronting streets or public or private open space, excluding parking garages, self-service storage facilities, warehouses, and display windows separated from retail activity.

Human-scaled means buildings and their elements designed to be comfortably viewed and experienced by people on foot.

Hybrid Commercial means a commercial type in the C3C FDOT Context Zone that transitions between urban and suburban types, typically permitting one row of parking at the frontage.

Liner Building means a building specifically designed to mask a parking lot or a parking structure from a frontage.

Parallel means two lines or planes that are equidistant apart and do not touch on an infinite plane.

Parapet means the extension of a false front or wall above a roof line.

Parkway, Greenway, Verge means the planting strip between the edge of the road and sidewalk or right-of-way, which may be used for tree planting. See Sec. 11-4-86 through 11-4-88.

Paving means to cover or lay with concrete, stones, bricks, tiles, wood or the like to make a firm, level surface. The term paving in this part includes all pavement materials, both pervious and impervious.

Pervious means materials or natural earth which allows for the natural percolation of water.

Porch means a private façade type which is an open-air room appended to the mass of a building with a floor and roof but no walls on at least two sides.

Principal Building means the main building on a lot, usually located toward the frontage.

Principal Building Facade means the front of the building which faces the front of the lot.

Single-family residential means a single-family ownership on a single lot. Multiple ownership on a single lot is not construed as a single-family type. Single-family is restricted to the following types on their own lots: detached single-family, attached single-family, and two-family attached (duplex).

Stoop means a private façade type wherein the façade is aligned close to the front property line with the first story elevated for privacy with an exterior stair and landing at the entrance. This type is suitable for ground-floor residential uses at short setbacks with townhouses and apartment buildings. Stoops may encroach into the setback.

Streetscreen means a freestanding wall built along the frontage line, or aligned with the facade. It may mask a parking lot from the thoroughfare, provide privacy to a side yard, and/or strengthen the spatial definition of the public realm.

Travel mode means the different means of transport around an area including by foot, bicycle, public transit, and car.

Walkability means a measurement of comfort, convenience, safety, and ease of pedestrian movement throughout an area.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Passed: _____

Approved: _____
President of City Council

Attest:

City Clerk

November 7, 2018

The Honorable P.C. Wu
Chair of the Community Redevelopment Agency
City of Pensacola
222 West Main Street
Pensacola, FL 32502

Re: Proposed CRA Urban Design Overlay District

Dear Chairman Wu:

On October 24, 2018, the City of Pensacola Eastside Redevelopment Board (ERB) passed an affirmative vote that authorized the Chairperson to submit a letter recommending that the Community Redevelopment Agency (CRA) and City Council reconsider the proposed CRA Urban Design Overlay District Ordinance.

The members of the Board agree that the proposed overlay is appropriate for the Eastside Redevelopment Area, and strongly recommend that the CRA and City Council reconsider approval and adoption of the proposed ordinance.

We thank you for your attention to this matter. Should you require any further information, please do not hesitate to contact me at (850) 332-5974.

Sincerely,



Jeannie Rhoden
Chairperson, Eastside Redevelopment Board

Cc:
file
M. Helen Gibson, CRA Administrator
Victoria D'Angelo, Asst. CRA Administrator
Don Kraher, Council Executive
Keith Wilkins, City Administrator

Enclosures: None.

November 7, 2018

The Honorable P.C. Wu
Chair of the Community Redevelopment Agency
City of Pensacola
222 West Main Street
Pensacola, FL 32502

Re: Proposed CRA Urban Design Overlay District

Dear Chairman Wu:

On October 23, 2018, the City of Pensacola Westside Redevelopment Board (WRB) passed an affirmative vote that authorized the Chairperson to submit a letter recommending that the Community Redevelopment Agency (CRA) and City Council reconsider the proposed CRA Urban Design Overlay District Ordinance.

The members of the Board agree that the proposed overlay is appropriate for the Westside Redevelopment Area, and strongly recommend that the CRA and City Council reconsider approval and adoption of the proposed ordinance.

We thank you for your attention to this matter. Should you require any further information, please do not hesitate to contact me at (850) 332-5974.

Sincerely,

A handwritten signature in blue ink, appearing to read "Doug Baldwin, Sr.", with a long, sweeping underline.

Doug Baldwin, Sr.
Chairperson, Westside Redevelopment Board

Cc: file
M. Helen Gibson, CRA Administrator
Victoria D'Angelo, Asst. CRA Administrator
Don Kraher, Council Executive
Keith Wilkins, City Administrator

Enclosures: None.

CRA Urban Design Standards Overlay Outreach and Public Input Opportunities

2/7/2018: Pre-Charrette Lunch & Learn Public Notice

2/9/2018: Pre-Charrette Lunch & Learn Meeting

2/9/2018: Public Notice: Urban Design Guideline Overlays for CRA Neighborhoods: Notice of Pre-Charrette, Charrette and Public Meetings to be held during the period February 12-15, 2018 and March 19-June 14, 2018

2/9/2018: Pre-Charrette Lunch & Learn Follow-up Email

2/11/2018: Legal Ad – Notice of Interactive Public Workshop

2/12/2018 – 2/15/2018: 4-Day CRA Urban Design Standards Overlay Charrette

2/13/2018: Charrette Email Blast

2/14/2018: Charrette Email Blast

2/15/2018: Charrette Email Blast

2/15/2018: Charrette Email Blast

3/9/2018: Draft Urban Design Standards Overlay Lunch & Learn Public Notice

3/9/2018: Draft Urban Design Standards Overlay and Support Documents Posted to Website

3/15/2018: Draft Urban Design Standards Overlay Lunch & Learn Meeting

3/16/2018: Draft Urban Design Standards Overlay Lunch & Learn Follow-up Email

3/16/2018: Draft Urban Design Standards Overlay and Upcoming Workshops Email

3/19/2018: Planning Board and Community Redevelopment Agency Combined Workshop: Draft Urban Design Standards Overlay – 2:00 p.m.

3/19/2018: City Council Workshop: Draft Urban Design Standards Overlay – 5:30 p.m.

3/26/2018: Public Input Extension and Revised Schedule Email Blast

3/30/2018: Legal Ad- Notice of Public Input Extension, Additional Sessions and Revised Schedule

4/3/2018: Additional Public Input Session – 5:30 p.m.

4/7/2018: Additional Public Input Session – 8:30 a.m.

6/12/2018: Planning Board Public Hearing – 2:00 p.m.

7/11/2018: Eastside Redevelopment Board Meeting – 4:00 p.m.

7/24/2018: Westside Redevelopment Board Meeting – 3:30 p.m.

9/18/2018: Planning Board Public Hearing – 2:00 p.m.

10/8/2018: CRA Meeting – 3:31 p.m. (Following City Council Agenda Conference)

10/23/2018: Westside Redevelopment Board Meeting – 3:30 p.m.

10/24/2018: Eastside Redevelopment Board Meeting – 4:00 p.m.

1/14/2019: CRA Meeting – 3:31 p.m. (Following City Council Agenda Conference)

2/14/2019: City Council Public Hearing – 5:30 p.m. (Tentative)

3/14/2019: City Council Meeting – 5:30 p.m. (Tentative)

Other Outreach Efforts:

- Charrette Mailer – Sent 2/6/2018
- Preliminary Webpage Launch – 2/7/2018
- Facebook Post: Charrette – 2/8/2018
- YouTube Video- CRA Charrette Updates: Week of February 13, 2018
- Flyer Distributed – Beginning 2/13/2018
- Official Webpage Launch – 2/14/2018 to 2/15/2018
- City Webpage Banner and Announcement #1 2/8/2018
- City Webpage Banner and Announcement #2 2/9/2018
- City Webpage Banner and Announcement #3 3/8/2018
- City Webpage Banner and Announcement #4 3/27/2018
- Public Input Extension and Revised Schedule Mailer – Sent 3/27/2018
- Facebook Post: Public Input Extension and Revised Schedule – 3/28/2018
- Meetings posted to City Board Meeting and Event Calendars



June 12, 2018

Ms. Helen Gibson
CRA Administrator

The Community Redevelopment Agency (CRA) of City of Pensacola
222 W. Main St., Third Floor
Pensacola, Florida 32502

RE: Proposed CRA Urban Design Overlay

Ms. Gibson,

I appreciate you meeting with me on May 21st to discuss the proposed CRA overlay, as well as notifying me of the posting of the revised draft overlay on May 31st. As you know, my brother and I have partnered to create the Galveztown development on the former YMCA site at the NE corner of Palafox Street and Belmont Street. We are excited about bringing a mix of commercial and residential uses to this site.

As discussed with you previously, I had pre-development meetings with Brandi Deese and other city staff on August 3, 2016 and again, along with my civil engineer, on October 26, 2016 to confirm our plans for the parcel were allowed under the City of Pensacola's land development code. Once confirmed, we moved forward and closed on the property on January 4, 2017. Since then, an asbestos remediation was performed on the building, followed by its demolition. Subsequently, most of the site was capped with two feet of clean fill, as required by the state of Florida. The completed work was formally approved last month and the driveways and parking area are being completed this week. The new residential lots have been surveyed and underground utilities have been placed, at our expense, to accommodate the new single family homes on these lots. Design is almost complete for the total renovation and adaptive reuse of an existing commercial building on the site, as well as the design of a single family home we intend to build. We have several buyers for the lots who have been working on home designs and should be ready to close within the next 60 days. With the assistance of Dalrymple Sallis Architecture, we have created a set of design guidelines and planned a new development which will be a great addition to our downtown. As you know, the addition of residential units, and getting "eyes on the street" is critical to creating a more walkable environment. To my knowledge, our nine single family homes are the only residential units downtown which will be located on Palafox until you travel South of Garden Street.

In addition, we have incorporated the following into our design:

- 1.) Rear entry garages
- 2.) Conversion of the site to underground utilities at our expense
- 3.) Collaboration with the Downtown Improvement Board to help implement a road diet on Palafox and other recommendations from their parking study

The design of our development has been publicly praised by the North Hill Neighborhood Association and Mr. Christian Wagley, who is part of the DPZ team. Unfortunately, the proposed overlay regulations on window proportions and size, and requirements for tree placement could force us and our lot buyers to redesign these homes. According to DPZ, anyone who has been issued a development order or a building permit is exempt from these overlay requirements, however those of us who are developing in accordance with the existing subdivision plat have been completely overlooked. As described earlier, we met with the City in advance of purchasing the YMCA property to determine the proposed use was acceptable, have made very significant expenditures towards improvements and design since then, and are now suddenly being told all of the requirements will change within a few months. These sudden changes are a hardship.

As you know, I have requested that property owners who have already attended pre-development meetings with the City and have developments in process be exempted from the new requirements of the overlay. I have also offered solutions as to how the City's planning department could accomplish this, such as writing a letter explaining that development of a particular property was underway at the time the overlay was passed and as a result, it is exempt from the new overlay requirements. The latest draft of the overlay does not address this problem. As a result, I am writing you to formally request the inclusion of this provision in the overlay once again.

The resolutions which formed our CRA, continually refer to the CRA's purpose as "fostering the development and redevelopment" of the CRA area. The CRA's 2010 Urban Core Plan specifically mentions the need to "support private investment in new real estate development". It goes on to state "The CRA may assist private property owners and developers in redeveloping properties in a number of ways including recruiting businesses and/or developers to do business within the CRA urban core and connecting would-be developers with potential property owners to facilitate redevelopment."

DPZ, the CRA's consultant, has stated, "Research proves that communities which adopt urban design standards outperform those who do not" and "Research shows that design standards do not curtail development." I found no research offered by DPZ to support these claims. If you compare the City of Pensacola's CRA areas to planned communities such as Seaside and Alys Beach, I have no doubt these communities do outperform us, however this cannot be held up as proof that imposing strict design standards increases property values and does not discourage new development. Regardless of the methodology, no study has been done on the effects of implementing the particular set of draft design requirements being considered, so to generally say "design standards do not curtail development" is misleading at best.

The reality is, if an individual wants to design and build a modern home in Pensacola and the CRA prohibits modern design elements, that individual will simply build elsewhere. If builders and developers cannot depend on City staff to tell them what can be built on a property without the rules suddenly changing, they will either pay less for properties within the CRA in order to offset the risk involved or build elsewhere in a place where they are confident they will be treated with some basic level of decency. These scenarios clearly do not help foster development or redevelopment within the CRA. In fact, they do exactly the opposite.

I appreciate your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Fred Gunther". The signature is fluid and cursive, with a large, sweeping initial "F".

Fred Gunther
Galveztown, LLC

cc: Brandi Deese, Assistant Planning Services Administrator
City of Pensacola Planning Board



COMMUNITY REDEVELOPMENT AGENCY

July 18, 2018

Gunther Properties, LLC.
Galveztown, LLC.
Attn: Fred Gunther
503 East Government Street
Pensacola, FL 32502

Re: PROPOSED CRA URBAN DESIGN OVERLAY DISTRICT

Dear Mr. Gunther:

Thank you for providing comments in reference to the proposed CRA Urban Design Overlay District. You have submitted meaningful feedback to us throughout the course of the proposed overlay district's development, which been addressed and incorporated into the final recommended document to the extent practicable. Please find below a summary of the items of concern presented to us and their corresponding response(s):

1) Setbacks and lot occupation within the Dense Business Area.

Property located within the Dense Business Area will adhere to the existing front setback and lot coverage requirements, as defined in the Land Development Code (LDC) for the Dense Business Area.

2) Front yard tree planting requirements.

The provision contained within the draft overlay which required that trees planted on private property be setback at least three (3) feet from the right-of-way has been removed. The language has been modified to allow required trees to be planted elsewhere on the block (including within rear, and/or side yards, the right-of-way or clustered on adjoining lots) for lots with a front setback of less than eight (8) feet, where planting in the front yard is not possible.

3) Maximum entry grade – 48”.

Maximum entry grade heights have been removed for all façade types except common entry.

4) Request that pre-development meetings be considered for grandfathering.

Grandfathering must be limited to circumstances where a formal approval related to site development has been granted. The authorization must establish a set time period for development, and be based on a final set of plans. Since a final set of plans are typically unavailable, and therefore not considered during a pre-development or development review meeting, and no

approval is granted or set time period established, these meetings cannot be considered for grandfathering.

5) Permissibility of flat roofs.

Flat roofs are permitted for all building types.

6) Minimum height standards for substantial modifications to existing buildings.

A provision has been added to the overlay exempting the adaptive re-use of buildings from compliance with minimum height standards.

7) Standard yard type within the C-2A zoning district.

The form standards tables have been clarified to permit a standard yard type for single family detached and two-family (duplex) units within the C-2A zoning district. In the Dense Business Area, front setbacks are limited to a maximum of 10 feet under the existing regulations. The Galveztown development would adhere to this rule as it is located within the Dense Business Area.

8) Muntin requirements for windows.

The muntin requirement for windows has been changed from a "shall" to a "should" statement.

9) Building width limitations for 30' lot due to 20' parking setback requirement.

Parking requirements have been modified to allow driveways within a maximum of two feet from the property line to allow for wider homes on 30' lots. Options for wider homes on 30' lots also include on-street parking, where permitted, and rear access, where feasible.

10) Horizontal windows and restriction of modern building types.

The overlay seeks to retain key characteristics which exist within the CRA neighborhoods to ensure that new development and redevelopment blends into the authenticity of the surrounding community and is conducive to a walkable, urban environment. The proposed overlay does not prohibit modern design, however, it does require that modern designs respect the context of the surrounding neighborhoods. Our consultant, DPZ, has recommended, however, that the original language be modified to allow square windows, transoms and special windows. Vertical windows placed side by side would also be permissible. These requirements would be limited to frontages only. Interior, non-street fronting sides would not be required to adhere to window proportionality requirements.

11) Consideration of existing subdivision plats for grandfathering.

Plat approvals authorize the subdivision of land and supporting infrastructure, they do not constitute a design approval for site development or an authorization to build.

Grandfathering must be limited to circumstances where a formal approval related to site development has been granted. Authorization must be limited to a set period of time, and based on

a final set of plans. Therefore, grandfathering is limited to the issuance of a building permit or development order.

12) DPZ assertions that “research proves that communities which adopt urban design standards outperform those who do not” and “research shows that design standards do not curtail development.”

DPZ is a nationally acclaimed urban planning and design firm who has developed successful form-based codes and design standards for municipalities all over the world. The firm was selected based on their credentials and qualifications in the field of urban and architectural planning and design. Although providing research citations was not a component of their scope of work, a recent local presentation provided by Ed McMahon with the Urban Land Institute cited a variety of sources which define the value in adopting form-based urban design standards. Some of these sources include:

- *A study conducted in 2016 by the George Washington University School of Business titled, Foot Traffic Ahead; Ranking Walkable Urbanism in America’s Largest Metros which established that “a majority of new real estate development is occurring in walkable urban neighborhoods.” ;*
- *A study by the Urban Land Institute titled, Value by Design which indicated that landscaping “increases financial return from 5 to 15 percent, increases the rate of project absorption, increases employee productivity, moral and job satisfaction and helps developers win support for proposals.”; and*
- *The book, Building Greener Neighborhoods: Trees as Part of the Plan by the National Association of Home Builders (NAHB) which indicated that: “Studies show that developed lots with trees sell for an average of 20-30 percent more than similarly sized lots without trees.”*

Additionally, the City’s special review districts have been in effect for many years and have proven to yield positive results without curtailing development. In fact, many of these districts are far more prescriptive than the proposed overlay and all are subject to a review board. The proposed overlay is less prescriptive than the special review districts and will be administratively reviewed, lending itself to greater predictability.

13) “If builders and developers cannot depend on City staff to tell them what can be built on a property without the rules suddenly changing, they will either pay less for properties within the CRA in order to offset the risk involved or build elsewhere in a place where they are confident they will be treated with some basic level of decency. These scenarios clearly do not help foster development or redevelopment within the CRA. In fact, they do exactly the opposite.”

Public outreach has extended over a period of more than six (6) months, and included an extensive amount of public engagement, including more than sixteen (16) public input sessions, workshops, meetings and/or presentations. Developers/builders with current projects underway may either track the progression of the overlay and design to its specifications or submit their projects for permitting prior to the anticipated effective date. Based on the Planning Board’s recommendation and the current review schedule, the overlay is anticipated to take effect on the fifth business day after adoption or September 20, 2018, pending adoption.

The success of Pensacola's special review districts, and new codes and design standards adopted all over the world demonstrate that development is not curtailed by the implementation of these planning methods. Instead, communities are enhanced by the protection and predictability they provide, and their contributions to quality of place.

We look forward to continued coordination as the overlay progresses. Should you require any further information, please do not hesitate to contact me at (850) 436-5650 or hgibson@cityofpensacola.com.

Sincerely,



M. Helen Gibson
CRA Administrator

Cc: file
Victoria D'Angelo, Asst. CRA Administrator

Enclosures: None.



Home Builders Association of West Florida

4400 Bayou Boulevard, Suite 45 • Pensacola, FL 32503-2692 • (850) 476-0318 • Fax (850) 494-9764

June 7, 2018

Ms. Helen Gibson
CRA Administrator
The Community Redevelopment Agency (CRA) of City of Pensacola
222 W. Main St., Third Floor
Pensacola, Florida 32502

RE: Proposed CRA Urban Design Overlay

Dear Ms. Gibson:

I appreciate your efforts to revitalize the City of Pensacola's CRA areas. While there are truly positive changes in the proposal, there are some areas of concern that the Home Builders Association's Governmental Affairs Committee would like to address. Please pardon the lateness of this letter but it could not be avoided with the various changes to the document over the past few weeks. We want to make sure that the proposed CRA Urban Design Overlay is not a compilation of unnecessary, costly regulations of home and building design than it is a benefit.

A few examples:

1. Page 28, Illustration 12-2-25.9 demonstrates that parking on one's lot will not be allowed unless it is at least 20' behind the principal building façade. For a 30' wide lot, this means the width of the home would need to be reduced from 20' to 15' to have any parking on site. The overlay proposes alleviating this problem by encouraging shared driveways. A driveway crossing a property line is considered an encroachment, which can prevent a lender from financing the purchase of a property.
2. Section 12-2-25(G)(j) requires:
 - a.) Windows shall be vertical in proportion.
 - b.) Single panes of glass shall not exceed 20 square feet for residential building types.
3. It has been stated in previous meetings that anyone who has been issued a development order or a building permit is exempt from these requirements, however this intentionally ignores properties which are being developed in accordance with their existing plat. Several of our members met with the City in advance of purchasing their properties to determine their proposed use is acceptable. Developers/builders have made very significant expenditures towards improvements and design since then and are now suddenly being told the requirements will change within a few months. The HBA request that the developers/builders who have been through the process be grandfathered in to avoid additional time and expense.

Resolution 54-80, which formed the City's CRA, states the purpose of the CRA is the elimination of blight and "rehabilitation, conservation and redevelopment" of the CRA area. Subsequent resolution 55-80 directs the CRA to "Work with private investors, other government agencies, its agents and consultants, employees and community groups and interests to foster the development and redevelopment" of the CRA area. The HBA encourages the CRA to address these issues and work to make meaningful changes to the proposed CRA document. This will be helpful in fostering development or redevelopment.

I appreciate your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "David Peaden". The signature is fluid and cursive, with a large initial "D" and "P".

David Peaden
Executive Director



COMMUNITY REDEVELOPMENT AGENCY

July 18, 2018

Home Builders Association
of West Florida
Attn: David Peaden
4400 Bayou Blvd., Suite 45
Pensacola, FL 32503

Re: PROPOSED CRA URBAN DESIGN OVERLAY DISTRICT

Dear Mr. Peaden:

Thank you for providing comments in reference to the proposed CRA Urban Design Overlay District. You have submitted meaningful feedback to us which has been addressed and incorporated into the final recommended document to the extent practicable. Please find below a summary of the items of concern presented to us and their corresponding response(s):

- 1) **Page 28, Illustration 12-2-25.9 demonstrates that parking on one's lot will not be allowed unless it is at least 20' behind the principal building façade. For a 30' wide lot, this means the width of the home would need to be reduced from 20' to 15' to have any parking on site. The overlay proposes alleviating this problem by encouraging shared driveways. A driveway crossing a property line is considered an encroachment, which can prevent a lender from financing the purchase of a property.**

Uncovered driveway parking is permitted in front of the building façade. To allow for wider homes on 30' lots, parking requirements have been modified to allow driveways within a maximum of two feet from the property line. Options for wider homes on 30' lots also include on-street parking, where permitted, and rear access, where feasible.

- 2) **Section 12-2-25(G)(j) requires: a.) Windows shall be vertical in proportion. b.) Single panes of glass shall not exceed 20 square feet for residential building types.**

Window requirements were established to preserve the unique character of the CRA neighborhoods, and to encourage contextual development which is conducive to a walkable, urban environment. Our consultant, DPZ, has recommended, however, that the original window verticality language be modified to allow square windows, transoms and special windows. Vertical windows placed side by side would also be permissible. This provision would be limited to frontages only.

- 3) **It has been stated in previous meetings that anyone who has been issued a development order or a building permit is exempt from these requirements, however this intentionally ignores properties which are being developed in accordance with their existing plat.**

EVERYTHING THAT'S GREAT ABOUT FLORIDA IS BETTER IN PENSACOLA.

222 West Main Street Pensacola, FL 32502/T: 850.436.5650/www.cityofpensacola.com

Several of our members met with the City in advance of purchasing their properties to determine their proposed use is acceptable. Developers/builders have made very significant expenditures towards improvements and design since then and are now suddenly being told the requirements will change within a few months. The HBA request that the developers/builders who have been through the process be grandfathered in to avoid additional time and expense.

Plat approvals authorize the subdivision of land and supporting infrastructure, they do not constitute a design approval for site development or an authorization to build.

Grandfathering must be limited to circumstances where a formal approval related to site development has been granted. Authorization must be limited to a set period of time, and based on a final set of plans. Since a final set of plans are typically unavailable, and therefore not considered during a pre-development or development review meeting, and no approval is granted or set time period established, these meetings cannot be considered for grandfathering.

Public outreach has extended over a period of more than six (6) months and included an extensive amount of public engagement, including more than sixteen (16) public input sessions, workshops, meetings and/or presentations. Developers/builders with current projects underway may either track the progression of the overlay and design its specifications or submit their projects for permitting prior to the anticipated effective date. Based on the Planning Board's recommendation and the current review schedule, the overlay is anticipated to take effect on the fifth business day after adoption or September 20, 2018, pending adoption.

- 4) **Resolution 54-80, which formed the City's CRA, states the purpose of the CRA is the elimination of blight and "rehabilitation, conservation and redevelopment" of the CRA area. Subsequent resolution 55-80 directs the CRA to "Work with private investors, other government agencies, its agents and consultants, employees and community groups and interests to foster the development and redevelopment" of the CRA area. The HBA encourages the CRA to address these issues and work to make meaningful changes to the proposed CRA document. This will be helpful in fostering development or redevelopment.**

The proposed CRA Urban Design Overlay District is intended to ensure that rehabilitated and redeveloped properties blend into the traditional character of the existing CRA neighborhoods, therefore, conserving the authenticity of these areas. The extensive public engagement process undertaken as a component of this project has proven to ensure that many, meaningful comments provided by private investors, outside government agencies, their agents and consultants, City staff, community groups and neighborhood associations, and the general public were incorporated into the final recommended overlay district. All comments provided have been addressed to the extent practicable.

We look forward to continued coordination as the overlay progresses. Should you require any further information, please do not hesitate to contact me at (850) 436-5650 or hgibson@cityofpensaocla.com.

Sincerely,

A handwritten signature in black ink, appearing to read "M. Helen Gibson".

M. Helen Gibson
CRA Administrator

Cc: file
Victoria D'Angelo, Asst. CRA Administrator

Enclosures: None.



Charles S. Liberis

Real Estate Closing Department
Kaylan Walden- Licensed Closing Agent

June 11, 2018

Ms. Helen Gibson
CRA Administrator
The Community Redevelopment Agency (CRA) of City of Pensacola
222 W. Main St., Third Floor
Pensacola, FL 32502

RE: Proposed CRA Urban Design Overlay

Dear Ms. Gibson:

I write this letter on behalf of Olde City Developers, LLC. In the past 24 months, Olde City has constructed (and sold) 22 houses in the Government and Intendencia core area. Those houses were affordable and proved to be very popular. All 22 houses were sold before completion and are now on the tax rolls replacing vacant lots or abandoned buildings. The proposed regulation would have prevented this vital revitalization.

A few examples:

1. Page 28, Illustration 12-2-25.9 demonstrates that parking on one's lot will not be allowed unless it is at least 20' behind the principal building façade. For a 30' wide lot, this means the width of the home would need to be reduced from 20' to 15' to have any parking on site. This would have prevented development of all 22 houses completed by Olde City Developers, LLC.
2. It has been previously stated that anyone who has obtained a development order or building permit is exempt from these requirements. This ignores properties which are being developed in accordance with their existing plat. Olde City has purchased 16 lots for future development in the Government and Intendencia core area. Olde City has made significant expenditure on engineering and design. These changes will impose a financial hardship and greatly increase the cost of infill housing. We wish to build similar houses and do not want to reinvent what has worked and been well received by all.

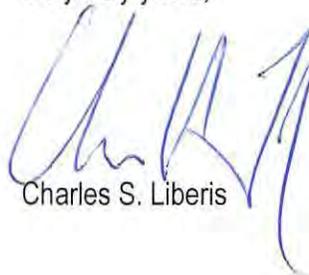
PENSACOLA (reply here)
212 West Intendencia Street
Pensacola, FL 32502
(850) 438-9647 Fax (850) 433-5409

www.liberislaw.com

PERDIDO KEY
13700 Perdido Key Dr., Suite 223
Pensacola, FL 32507
(850) 492-2109

Resolution 55-80 directs the CRA to "Work with private investors, other government agencies, its agents and consultants, employees and community groups and interests to foster the development and redevelopment" of the CRA area. Notwithstanding, numerous meeting and workshops, the CRA has failed to address the issues facing developers and builders nor to address needed changes to the proposed CRA document. Adoption of the proposed CRA Urban Development Design Overlay will discourage future development of the CRA area.

Very truly yours,



Charles S. Liberis

CSL/kw

cc: Mayor Ashton Hayward

City Council

PNJ

COMMUNITY REDEVELOPMENT AGENCY

July 18, 2018

Liberis Law Firm
Attn: Charles S. Liberis
212 West Intendencia Street
Pensacola, FL 32502

Re: PROPOSED CRA URBAN DESIGN OVERLAY DISTRICT

Dear Mr. Liberis:

Thank you for providing comments in reference to the proposed CRA Urban Design Overlay District. You have submitted meaningful feedback to us which has been addressed and incorporated into the final recommended document to the extent practicable. Please find below a summary of the items of concern presented to us and their corresponding response(s):

- 1) **I write this letter on behalf of Olde City Developers, LLC. In the past 24 months, Olde City has constructed (and sold) 22 houses in the Government and Intendencia core area. Those houses were affordable and proved to be very popular. All 22 houses were sold before completion and are now on the tax rolls replacing vacant lots or abandoned buildings. The proposed regulation would have prevented this vital revitalization.**

Thank you for your investment in the CRA area. Models of special review districts, new codes and design standards in many cities prove that while Land Development Code (LDC) changes may require adaptation, they do not prevent revitalization. In fact, urban planning efforts such as the proposed overlay district, protect real estate and development investments by providing predictable outcomes which enhance market strength and stability.

- 2) **Page 28, Illustration 12-2-25.9 demonstrates that parking on one's lot will not be allowed unless it is at least 20' behind the principal building facade. For a 30' wide lot, this means the width of the home would need to be reduced from 20' to 15' to have any parking on site. This would have prevented development of all 22 houses completed by Olde City Developers, LLC.**

To allow for wider homes on 30-foot lots, parking requirements have been modified to allow driveways within a maximum of two feet from the property line. Options for wider homes on 30-foot lots also include on-street parking, where permitted, and rear access, where feasible.

- 3) **It has been previously stated that anyone who has obtained a development order or building permit is exempt from these requirements. This ignores properties which are being developed in accordance with their existing plat. Olde City has purchased 16 lots for future development in the Government and Intendencia core area. Olde City has made significant expenditure on engineering and design. These changes will impose a financial hardship and greatly increase**

the cost of infill housing. We wish to build similar houses and do not want to reinvent what has worked and been well received by all.

Any development which has obtained a development or building permit by the effective date would be exempt from the overlay district requirements.

Plat approvals authorize the subdivision of land and supporting infrastructure, they do not constitute a design approval for site development or an authorization to build.

Grandfathering must be limited to circumstances where a formal approval related to site development has been granted. Authorization must be limited to a set period of time, and based on a final set of plans. Therefore, grandfathering is limited to the issuance of a building permit or development order.

Public outreach has extended over a period of more than six (6) months and included an extensive amount of public engagement, including more than sixteen (16) public input sessions, workshops, meetings and/or presentations. Developers/builders with current projects underway may either track the progression of the overlay and design to its specifications or submit their projects for permitting prior to the anticipated effective date. Based on the Planning Board's recommendation and the current review schedule, the overlay is anticipated to take effect on the fifth business day after adoption or September 20, 2018, pending adoption.

Additionally, CRA staff has surveyed local builders and architectural firms to determine the estimated costs associated with the proposed standards. Associated costs were determined to be nominal, especially when factoring potential cost reductions related to parking exemptions.

- 4) **Resolution 54-80, which formed the City's CRA, states the purpose of the CRA is the elimination of blight and "rehabilitation, conservation and redevelopment" of the CRA area. Subsequent resolution 55-80 directs the CRA to "Work with private investors, other government agencies, its agents and consultants, employees and community groups and interests to foster the development and redevelopment" of the CRA area. The HBA encourages the CRA to address these issues and work to make meaningful changes to the proposed CRA document. This will be helpful in fostering development or redevelopment.**

The proposed CRA Urban Design Overlay District is intended to ensure that rehabilitated and redeveloped properties blend into the traditional character of the existing CRA neighborhoods, therefore, conserving the authenticity of these areas. The extensive public engagement process undertaken as a component of this project has proven to ensure that many, meaningful comments provided by private investors, outside government agencies, their agents and consultants, City staff, community groups and neighborhood associations, and the general public were incorporated into the final recommended overlay district. All comments provided have been addressed to the extent practicable.

We look forward to continued coordination as the overlay progresses. Should you require any further information, please do not hesitate to contact me at (850) 436-5650 or hgibson@cityofpensaocla.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Helen Gibson', written in a cursive style.

M. Helen Gibson
CRA Administrator

Cc: file
Victoria D'Angelo, Asst. CRA Administrator

Enclosures: None.



August 2, 2018

Mr. Gerald Wingate
City Council President
222 W. Main St., Third Floor
Pensacola, Florida 32502

RE: Proposed CRA Urban Design Overlay

Mr. Wingate,

I have been actively involved the public input sessions for the proposed CRA Urban Design Overlay over the past few months as it will affect properties of mine located within the City CRA areas. There have been many improvements to the initial draft but there are still several major issues which need to be addressed, which are as follows:

- 1.) Developments currently in process are not grandfathered in any way.** I and others in this community have made significant investments downtown after meeting with City staff multiple times in advance of purchasing property to confirm their proposed development plans are allowed, only to have the land development code potentially change suddenly within a period of a few months. This causes unexpected additional design fees, delays, etc. which does not encourage investment within the City of Pensacola. Simply stating that unless a building permit is obtained within 5 days from approval of the overlay, then you will be subject to it, ignores the fact that the development process for some projects will take more than a few months to complete. **If an individual has already had a pre-development meeting with City staff, obtained clearance on their proposed development and has begun developing said property in the CRA in accordance this plan, their property should be grandfathered upon request.**

GUNTHER PROPERTIES, LLC
503 E GOVERNMENT STREET
PENSACOLA, FL 32502

P 850.433.0666

www.guntherproperties.com

I appreciate your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Fred Gunther', written in a cursive style.

Fred Gunther

cc: Ms. Sherri Myers, Council Vice President
Mr. Larry Johnson, Council Member
Mr. Brian Spencer, Council Member
Mr. Andy Terhaar, Council Member
Mr. P.C. Wu, Council Member
Ms. Jewel Cannada-Wynn, Council Member
Mr. Ashton Hayward, Mayor
Mr. Eric Olson, City Administrator
Ms. Lysia Bowling, City Attorney
Ms. Sherry Morris, Planning Services Administrator
Ms. Brandi Deese, Assistant Planning Services Administrator
Ms. Helen Gibson, CRA Administrator
Ms. Victoria D' Angelo, Assistant CRA Administrator

Victoria D'Angelo

From: Marina Khoury <marina@dpz.com>
Sent: Thursday, August 9, 2018 7:52 AM
To: Thomas Douthat
Cc: Victoria D'Angelo; Helen Gibson
Subject: Re: PUBLIC NOTICE: Urban Design Standards Overlay for CRA Neighborhoods: Notice of REVISED Public Meeting Schedule

Hi Tom,

Thanks for your note and for clearly outlining your desires for the place you want to raise a family. A lot of what you describe below is valid and necessary, but unfortunately not in scope, as it would require a big change to zoning which was not the scope of this project. Feel free to call me to explain further if needed. You should of course still fight for such zoning changes to enable and incentivize what you describe below.

Regards

Marina Khoury RA CNU LEED
Partner **DPZ CoDESIGN**
marina@dpz.com
C. 305 299 8129
T. 301 948 6223

On Aug 8, 2018, at 12:34 PM, Thomas Douthat <tdouthat@gmail.com> wrote:

Ms. D'Angelo,

Thank you very much for the notice. I live in the CRA, and fully support this effort.

Is there a document that shows what changed? Were there significant alterations? From the comments document it is hard to really contextualize the changes.

I want to live in a city where my children can walk to school. Good urban design standards won't fix all of our problems, but they are necessary to give people of all income levels the possibility to have access to a democratic and beautiful public realm, otherwise all we have are country clubs.

However, these standards are only a first step because they do not revise our street standards or the fundamental underlying zoning.

Again, let me emphasize the need to allow more small-scale multifamily development "as right" to ensure long-term affordability. This is not in the standards, but should be part of the longer-term process. It is my understanding that form-based codes are supposed to promote more flexibility in use, and that their implementation without changes to zoning misses a fundamental piece of their logic as expounded in DPZ's Smart Code transect (<http://www.dpz.com/Initiatives/SmartCode>), and the "lean urbanism" idea. The premise being that the form-base code can guarantee "character" by means other than monolithic zoning controls, while potentially delivering diverse, interesting, and efficient alternatives to our existing auto-dependent neighborhoods. Currently, in the CRA historical houses are torn-down for Taco-Bells (the design standards would have helped, I think), and if this can happen all I am asking for zoning to promote the possibility of

"missing middle" housing and corner stores. The US is one of the only industrialize countries in the world to have iron-clad single family zoning, and this has much to do with past cultures of exclusionary social practices. I would hope that your office, jointly with the Planning Department, re-visits current standards in light off the design standards and need for greater land use flexibility. I would hope Ms. Khoury has briefed this issue to the City.

I would also like to petition you to review the sidewalk crossing standards in the CRA district. Just yesterday I saw a young mother with two small children risk her and their lives crossing 9th. I don't blame her, rather the city/county/state engineers. There was no crosswalk anywhere nearby, nor a sidewalk where they were. I am not sure if it was still in CRA, very near the border, but issues like this are common near the old Barnes, and throughout Cervantes. We must make the main streets of the CRA safer for pedestrians with lower speed limits, better sidewalks, and narrower travel lanes.

Thanks to the CRA administration and to Ms. Khoury for the steps you have taken so far. I hope they are just a start.

Tom Douthat,

1207 E. Jackson St.

On Tue, Aug 7, 2018 at 5:23 PM, Victoria D'Angelo <VDangelo@cityofpensacola.com> wrote:

From: Community Redevelopment Agency of the City of Pensacola (CRA)

Phone #: 850-435-1695

**RE: PUBLIC NOTICE: Urban Design Standards Overlay for CRA Neighborhoods:
Notice of Revised Public Meeting Schedule**

PLEASE BE ADVISED:

The Community Redevelopment Agency of the City of Pensacola (CRA) has REVISED the public meeting schedule for the CRA Urban Design Standards Overlay. Public meetings will be held as follows to consider adoption of the proposed CRA Urban Design Overlay District. *The public is cordially invited to attend.*

PLEASE NOTE: ELECTED AND APPOINTED OFFICIALS OF THE CITY OF PENSACOLA MAY BE PRESENT.

Brandi Deese

From: Jason Rebol <jasonr@rebol-battle.com>
Sent: Thursday, September 13, 2018 9:19 AM
To: Sherry Morris
Cc: Brandi Deese
Subject: Amendment to Land Development Code - CRA Urban Design Overlay District

Dear Sherry,

I have briefly reviewed the proposed amendments to the CRA district and have one concern that should be modified prior to adoption. There is language contained in the amendment that prohibits stormwater ponds from being adjacent to street frontages. Although I don't disagree with the intent, in many cases there are no other options due to the exiting topography of the site. If possible I would recommend the language be changed to say "where feasible" no stormwater facilities shall be located along street frontages and/or if they are shall be screened with appropriate vegetation to conceal the pond. I believe this would prevent unnecessary future variance requests to this requirement for which may be out of the control of the property owner. In the 25 years of site design I have never had someone come to us a say "I want my stormwater pond to be front and center of my development", especially with the cost of property in down town area.

Thank you for your consideration,

Jason Rebol

Rebol-Battle & Associates
Civil Engineers & Surveyors
2301 N. 9th Avenue, Suite 300
Pensacola, Florida 32503
Ph: 850-438-0400
Fax: 850-438-0448

Brandi Deese

From: Christian Wagley <christianwagley@gmail.com>
Sent: Tuesday, September 18, 2018 1:08 PM
To: Jared Moore; pritz@bullocktice.com; hesscampbell@aol.com; kurt@fire-help.org; Nathan Monk; Danny Grundhoefer; Victor Jordan
Cc: Brandi Deese
Subject: continued support for overlay standards

Dear Planning Board members:

Thank you for your previous support for the proposed form-based overlay standards for the CRA. I wish to express my continued support for these standards.

Communities that care what they look like are thriving. These standards are similar to those already in use in hundreds of communities and cities across the nation. They are objective, reasonable, and help to protect the existing character in the great historic neighborhoods within the CRA. These standards are recommended by multiple City reports and studies, including the Belmont Devilliers Land Use Plan (2004), Urban Core CRA Plan (2010), and Urban Redevelopment Advisory Committee (URAC) Final Report (2012). They are also supported by the boards of the Westside and Eastside CRA districts that are directly impacted by the proposed standards.

They also only apply to NEW construction in the vast majority of circumstances. For an existing homeowner the standards would generally only apply to their existing home if it was damaged or destroyed to the point that it required a rebuild costing 50% or more of the existing value, which is very unlikely to occur.

Thank you for supporting a better Pensacola.

Christian Wagley
801 East Larua St.
Pensacola, FL 32501

Brandi Deese

From: Alistair McKenzie <amckenzie@mckenzielawfirm.com>
Sent: Tuesday, September 18, 2018 1:24 PM
To: Brandi Deese
Subject: Fwd: Please Say Yes to the Form-Based Code Overlay

Dear staff:

Thank you for your hard work and efforts with regards to the form based overlay for the CRA. Please see my comments below sent to the planning board members in support of it.

----- Forwarded message -----

From: **Alistair McKenzie** <amckenzie@mckenzielawfirm.com>
Date: Tue, Sep 18, 2018 at 12:24 PM
Subject: Please Say Yes to the Form-Based Code Overlay
To: <jared@jandmvalve.com>, <pritz@bullocktice.com>, <hesscampbell@aol.com>, <fathernathan@gmail.com>, <dgrundhoefer@qgarchitects.com>, <Jordan.victor@gmail.com>

Dear Esteemed Planning Board Members:

Today, you will again take up the issue of the new proposed form-based code overlay standards. Having now spent time studying the issue and having had the good fortune of hearing many of the nation's most talented planners, designers, and architects discuss city planning and city design at CivicCon for many months now, I can ensure you that putting the form-based overlay into place is the absolute right thing to do.

This type of code has many benefits. It helps citizens of all economic backgrounds, it increases property value, it increases walkability, it increases the safety of citizens, it increases health of the citizens, it encourages new businesses, increases retail sales, it is better for the environment, and the list of benefits goes on. And from a city and developer's perspective, it simplifies the process, it decreases the time spent going back and forth in the process of trying to get approval for new developments, it reduces the resources needed to get through the process, and increases predictability for all sides at the onset of the process which encourages further development. Finally, it allows and encourages public input at appropriate times in the process.

The Form-Based Codes Institute has identified 8 benefits of this type of code:

1. Because they are prescriptive (they state what you want), rather than proscriptive (what you don't want), form-based codes (FBCs) can achieve a more predictable physical result. The elements controlled by FBCs are those that are most important to the shaping of a high quality built environment.
2. FBCs encourage public participation because they allow citizens to see what will happen where-leading to a higher comfort level about greater density, for instance.
3. Because they can regulate development at the scale of an individual building or lot, FBCs encourage independent development by multiple property owners. This obviates the need for large land assemblies and the megaprojects that are frequently proposed for such

parcels.

4. The built results of FBCs often reflect a diversity of architecture, materials, uses, and ownership that can only come from the actions of many independent players operating within a communally agreed-upon vision and legal framework.
5. FBCs work well in established communities because they effectively define and codify a neighborhood's existing "DNA." Vernacular building types can be easily replicated, promoting infill that is compatible with surrounding structures.
6. Non-professionals find FBCs easier to use than conventional zoning documents because they are much shorter, more concise, and organized for visual access and readability. This feature makes it easier for nonplanners to determine whether compliance has been achieved.
7. FBCs obviate the need for design guidelines, which are difficult to apply consistently, offer too much room for subjective interpretation, and can be difficult to enforce. They also require less oversight by discretionary review bodies, fostering a less politicized planning process that could deliver huge savings in time and money and reduce the risk of takings challenges.
8. FBCs may prove to be more enforceable than design guidelines. The stated purpose of FBCs is the shaping of a high quality public realm, a presumed public good that promotes healthy civic interaction. For that reason compliance with the codes can be enforced, not on the basis of aesthetics but because a failure to comply would diminish the good that is sought. While enforceability of development regulations has not been a problem in new growth areas controlled by private covenants, such matters can be problematic in already urbanized areas due to legal conflicts with first amendment rights.

You can also look to other cities where this has been done as examples of these benefits. If you do you will find this type of form-based code overlay works.

I am sure your expertise on these issues makes you much more knowledgeable than my recent exploration of this topic and as such the benefits are already well known to you. Still, in case you are interested, I found the following article and explanation of the form-based codes a great read and it provides a good discussion of the topic:

<https://www.cnu.org/publicsquare/2017/05/10/great-idea-form-based-codes>

Failure to implement this form-based code overlay would seriously hinder Pensacola's future and its potential to continue improving as it has done so rapidly in the last 10 years. Let's keep the train of progress rolling to make a better Pensacola for all of its citizens, even those who do not yet understand why such a form-based code overlay is necessary. In time, they will come to see its benefits. Please support the CRA Urban Design Standards Overlay. Thank you.

J. Alistair McKenzie // Attorney at Law

McKenzie Law Firm, P.A.

905 East Hatton Street
Pensacola, FL 32503

Brandi Deese

From: Zachary Lane <zaclane007@gmail.com>
Sent: Tuesday, September 18, 2018 1:25 PM
To: jared@jandmvalve.com; pritz@bullocktice.com; hesscampbell@aol.com; fathernathan@gmail.com; dgrundhoefer@qgarchitects.com; Victor Jordan; Brandi Deese
Subject: CRA Overlay

Members of the board,

As a resident of the East Side neighborhood, I am excited to offer my full support the the CRA Overlay Plan.

I have been continuously discouraged that the pattern of the development in the neighborhood has not been to the character of the neighborhood. The need to provide guidance to home builders and developers mostly accustomed to suburban style development is important.

The adoption of FDOT standards that provide greater importance to alternate means of transportation is important, especially for the East Side Neighborhood. The East Side neighborhood is traditionally one of the more economically disadvantaged neighborhoods where owning a vehicle is a financial hardship for many of its residents. It is also evident that the pattern of road development has forced higher capacity, higher speed thoroughfares through the poorer neighborhoods. This is evident in the MLK and Davis traffic patterns. These two streets with their high speed design should not exist in a neighborhood. The CRA Overlay Plan will offer the opportunity to prevent future bad decisions and perhaps correct a few of the existing errors.

Again, I enthusiastically offer my full support to the adoption of the CRA overlay.

Thank you,
Zachary Lane, PE
420 E Brainerd St, Pensacola FL 32503

Victoria D'Angelo

From: Brandi Deese
Sent: Wednesday, September 19, 2018 10:28 AM
To: Helen Gibson; Victoria D'Angelo
Subject: FW: CRA Overlay support

An additional comment received after we were already downstairs set up for the meeting. Thanks!

Brandi C. Deese, AICP

Planning Services Division
City of Pensacola
PO Box 12910
Pensacola, FL 32521
Office – 850.435.1697
Fax – 850.595.1143

From: Kelly Wieczorek [mailto:kellyuf@gmail.com]
Sent: Tuesday, September 18, 2018 1:43 PM
To: jared@jandmvalve.com; pritz@bullocktice.com; hesscampbell@aol.com; fathernathan@gmail.com; dgrundhoefer@qgarchitects.com; Jordan.victor@gmail.com
Cc: Brandi Deese <bdeese@cityofpensacola.com>
Subject: CRA Overlay support

Planning Board Members,

I am writing in support of the proposed CRA overlay standards. As an licensed Architect in the area, and perhaps more importantly a resident of East Hill (south of Cervantes) I believe these standards will help to protect our community and neighborhoods. I have personally seen a lot of distorted, and in some cases fabricated, information regarding the proposed standards throughout social media, and in person, and I feel it is important as someone in the design community to call attention to the benefits of such standards.

I have recently attended several statewide design conferences, follow many TED talks, and have had the opportunity locally to attend many Civicon events - a common theme that appears from each of these speakers is the need to protect our traditional neighborhoods and downtown core. I chose to live in East Hill because of the neighborhood and character of the streets/houses/parks that I have not seen outside of the CRA. It is valuable and should be preserved. The walkability of the neighborhoods should be preserved. Form-based codes are becoming the norm in places people want to live. I encourage you to think of the places you take visitors to when they come to Pensacola that make you proud of our city. These tend to be the areas this overlay looks to protect. These places exhibit the qualities that attract people and businesses. Without a codified standard these ideas simply become guidelines that can be, and have been, ignored.

I would also like to note that I am encouraged to see that the City has continued to modify the standards based on public input. The initial study incorporated many national trends, but the input process has really made this a local standard.

Unfortunately I am unable to attend the meeting today due to a prior conflict, but I hope you move forward with the approval of the LDC amendment and send to City Council for approval.

Thank you,
Kelly Wieczorek

Victoria D'Angelo

From: Brandi Deese
Sent: Wednesday, September 19, 2018 10:28 AM
To: Helen Gibson; Victoria D'Angelo
Subject: FW: Support for CRA Design Standards

An additional comment received during the meeting. Thanks.

Brandi C. Deese, AICP

Planning Services Division
City of Pensacola
PO Box 12910
Pensacola, FL 32521
Office – 850.435.1697
Fax – 850.595.1143

From: Thomas Douthat [mailto:tdouthat@gmail.com]
Sent: Tuesday, September 18, 2018 2:13 PM
To: Jared Moore <jared@jandmvalve.com>; pritz@bullocktice.com; hesscampbell@aol.com; kurt@fire-help.org; fathernathan@gmail.com; kowens@amalighting.com; dgrundhoefer@qgarchitects.com; Public Works <PublicWorks@cityofpensacola.com>; Brandi Deese <bdeese@cityofpensacola.com>
Cc: Brian Spencer <bspencer@cityofpensacola.com>
Subject: Re: Support for CRA Design Standards

I would also like to note that I am a resident of the CRA, and we live in a place where the recent Taco Bell decision has harmed our neighborhood. The CRA overlay would have provided better design guidance and clarity in the process.

On Tue, Sep 18, 2018, 12:48 PM Thomas Douthat <tdouthat@gmail.com> wrote:

I'm writing to you because you have the opportunity to take a vote for a better city. Pensacola has some challenges, but lots going for it, not least being one of the few places on Florida's northern Gulf Coast with real historical character. Lots of places look like Destin, lots like Pace, but Pensacola has the opportunity to be unique. That is important for economic development, but the human scaled neighborhoods of Pensacola are also great places to live, and with wiser governance can develop into really world class bikeable and walkable communities. But we can't take that for granted. And these proposed CRA design standards are an important step in the right direction. Please use your vote to pass them undeluted.

Having clear standards will remove uncertainty and institutionalize quality development. They were developed by the best firm, one that has a strong track record of success, one that has done development itself, and done with our input. They take into consideration parking and diverse buildings. Please pass them for a better city.

Cordially,

Thomas Douthat
1207 E Jackson St

CRA Urban Design Overlay District- City Staff and Community Comments

CITY STAFF COMMENTS			
Commentator	Referenced Section	Comment	Response
Public Works	2.2-2.4	Is this document going to trump the LDC entirely?	No, the document will not trump the LDC entirely. Where a conflict exists between the Overlay and the underlying land development regulations, the Overlay will prevail. The Overlay will not alter allowable land uses under the current zoning, however, it will, in some instances modify dimensional standards and provide additional clarifying language related to the existing zoning. The Overlay's provisions will be limited to the Urban Core, Westside and Eastside Redevelopment Areas, excluding the City's existing Special Review Districts (SRD's) and the Port of Pensacola.
Public Works	Table 5.4.1.(D)	Tree cannot reduce required width for 5' wide pedestrian path.	Correct, trees cannot reduce the required width for a 5' wide pedestrian path. All ADA regulations must be adhered to. Table 5.4.1.(D) does not supersede ADA, not does any other section of this Overlay.
Public Works	Section 5.5.1.e.i. (1)	First floor elevation shall be a minimum of 9 feet above sea level. 9' above sea level? Having a hard time understanding that elevation requirement.	Section deleted.
Public Works	Section 5.5.1.e.iii	"Mixed-use and non-residential building entries be at sidewalk grade." What if you're in a flood zone and your FFE has to be elevated?	Section 5.5.1.e.iii relates to minimum elevation, and will not impact flood zone requirements. Existing regulations pertaining to ADA and flood zone requirements must be adhered to.
Public Works	Table 5.5.1.D	"Encroachments are permitted according to Section 5.5.3. No encroachment into the City right of way is allowed without a license to use (LTU).	Added language re: LTU for all encroachments.
Public Works	Table 5.5.1.E	Arcade & Colonnade states "Encroachments are permitted according to Section 5.5.3. No encroachment into the City right of way is allowed without a license to use (LTU).	Removed arcades and colonnades as possible encroachments.
Public Works	Entirety of Section 5.6	No encroachment into the City right of way is allowed without a license to use (LTU). This entire section promotes/encourages the idea of encroachments.	Added language re: LTU for all encroachments.
Public Works	5.7 Intent	This is going to impede development.	Your Land Development Code and Comprehensive Plan encourage on-street parking already.
Public Works	5.7.1.d	So is this saying if no on-street parking is allowed they have to build a garage? Then in 5.7.3.ii they force them back into the lot?	If on-street parking is not allowed then parking will be placed behind the front facade or in the rear of the lot, however, a garage is not required.
Public Works	5.7.1.e.i	So who determines if the rear lane is possible?	Rear lane feasibility will be subject to the discretion of the developer.
Public Works	5.7.2.a	How is this even possible to enforce? Also in the ROW requires LTU.	Language included to coordinate with Public Works. As for enforcement, it is same as meeting parking requirements. Submissions will have to show how and where bicycle parking is provided.
Public Works	5.7.3.a.ii	How do you do this if the lot is 30 ft wide and no on-street parking.	It requires that covered or garage parking be placed towards the back of the lot for theses narrowest of lots to ensure garages do not overwhelm the front yard. Uncovered parking is also permissible.
Public Works	5.7.3.a.iv	LDC requires 42 feet, 20 feet is way to close and will clutter up City right of way. Also poses a safety issue.	Modified language to 42 feet. This makes circular driveways for single-family lots not possible. Not a bad thing!
Public Works	5.7.3.a.vi	Shared driveways are not good. They're contradicting themselves in iv and vi.	No contradiction. Shared driveways are encouraged not required.
Public Works	5.7.3.b.i	How is this going to be enforced after the building is built and they park in front of the house?	For multi-family buildings, off-street parking cannot be provided in the front yard. If the front yard is not designed as a parking lot it should be simple This is an enforcement issue.
Public Works	5.8.4.c	Chain link is actually allowed in Old East Hill Preservation District but according to these standards would not be allowed in the CRA.	Chain link is prohibited in many of the SRD and should be also in the CRA areas for commercial and residential properties. For industrial, it is permitted.
Public Works	6	Landscaping is subject to visibility triangles like everything else.	It was always the intention to have visibility triangles maintained. We have added that language as a reminder.
Public Works	6.1.1.a	How do you do this with a 30' or 50' lot? Is the City going to take ownership of said tree due to requirements imposed?	Any lot 50 feet or less requires a tree planted in private yard, with restrictions, so property owner's responsibility.
Public Works	6.1.1.b	Enforcement...most sidewalk owners don't keep clear now let alone 2' from them.	Agreed, enforcement issue.
Public Works	6.1.1.3	Depending on location visibility triangle will not allow this.	Visibility triangles must be adhered to.

CRA Urban Design Overlay District- City Staff and Community Comments

Public Works	6.3.2	Replace "city engineer" with "A certified arborist and the Engineering Division of the City's Public Works and Facilities Department."	Currently, tree plantings within the public right-of-way are subject to review and approval by the Engineering Division of the City's Public Works and Facilities Department. A certified arborist is not currently required or available on staff. The Overlay standards would maintain the City's existing procedure for trees in the public right-of-way. Tree selections shall be limited to species identified within the City's recommended plant list contained within Section 12-6, Appendix B.																																																																																																																																																															
Public Works	6.3.5.a and 6.3.5.c:	Shall include root barrier to not shift sidewalks at maturity.	Added language.																																																																																																																																																															
Public Works	6.3.5.b	Enforcement? Owner? Which brings us back to the first question.	Yes, enforcement issue.																																																																																																																																																															
Public Works	6.3.5.d	What if you only have a 30' lot?	This section addressed tree planting in public ROW, not private lots.																																																																																																																																																															
Public Works	6.3.6.a and 6.3.6.c:	Again not without "A certified arborist and the Engineering Division of the City's Public Works and Facilities Department."	Resolved per revised 6.3.2. Any tree planted in public ROW must be approved by the Engineering Division of the City's Public Works and Facilities Department.																																																																																																																																																															
Public Works	6.3.6.c, 6.3.6.d, and 6.3.6.e	Shall include root barrier to not shift sidewalks at maturity.	Added language once at beginning of section 6.3.																																																																																																																																																															
Public Works	7.1.2	Refers to "driveway apropos". Don't think that is the correct word you are wanting to use...aprons?	Correction made.																																																																																																																																																															
Public Works	8	Define the following: buffer yard, and greenway.	Greenway already defined (see Parkway/Greenway/Verge in Section 8) Buffer yard is already defined in your zoning code, in Section 12-14.																																																																																																																																																															
Public Works	12-2-82 (1)(a) (C)	Driveway width reduction may be detrimental to large commercial development.	Proposed reduction minor. For maximum driveways it is reduced from 24 feet to 22 feet. The proposed reduction for minimum driveway is to permit a single travel lane minimum driveway width of 10 feet, verses 20 feet.																																																																																																																																																															
Public Works	12-6-01	Gulf Power and other aerial utility providers may want a chance to review this.	Coordination is required with Engineering Division of the City's Public Works and Facilities Department.																																																																																																																																																															
Public Works	General/Admin Comments	Is it the intent to have a LDC for the City and a completely separate LDC that only applies to the CRA? This creates confusion for staff. I don't fully understand this Context Classification concept, but the more rules we create, the harder it's going to be for staff to enforce.	We are proposing an Overlay District for the CRA areas, much like the existing Special Review Districts (SRD) work today. This is not a completely separate LDC. Please review the Transportation Support Document written by Hall Planning & Engineering as part of this scope of work.																																																																																																																																																															
Public Works	5.7.2.c.ii	Does not meet clear recovery zone requirements.	While the AASHTO Green Book and the Roadside Design Guide provide excellent guidance for areas of general context, the Florida Greenbook Chapter 19 applies to Traditional Neighborhood Design context. The entire Community Redevelopment Area is characterized as a traditional neighborhood design, based on features such as the universal small block grid layout originally platted. Clear zone considerations are addressed and will be guided by the Florida Greenbook.																																																																																																																																																															
Public Works	5.7.2.c.ii	Again there are many considerations on determination of the distance of a clear zone but this is just the basic lengths. Most of the City lands under the very top one of 40MPH or lower and under 750 ADT but depending on what road it is the ADT does rise and the distance gets bigger.																																																																																																																																																																
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CRA Urban Design Overlay District- City Staff and Community Comments

Public Works	5.7.2.c.ii	When the Green Book and the Roadside Design Guide were last updated, the AASHTO committees coordinated to dispel the misunderstanding that 2 feet (actually, 18 inches) behind a curb constituted a clear zone. Since curbs are now generally recognized as having no significant containment or redirection capability, clear zone should be based on traffic volumes and speeds, both without a curb. The AASHTO A Policy on Geometric Design of Highways and Streets (Green Book) enumerates a clear zone value for two functional classes of highway. For local roads and streets, a minimum clear zone of 7 to 10 feet is considered desirable on sections without curb. In the discussion on collectors without curbs, a 10-foot minimum clear zone is recommended. The general discussion on Cross-section Elements also indicates a clear zone of 10 ft. for low-speed rural collectors and rural local roads should be provided. Resulting in the previous email of the clear zone to be minimum of 7 to 10 ft with or without a curb. Again this is just for a flat roadway... when you get into drop offs or where the side of the road is higher than the roadway these can increase in distance. Therefor making a standard outside the AASHTO/FHWA standards is not recommended and is difficult to perform correctly. Sidewalk are not considered to be impediments in the recovery zones like a bike rack, a tree, or utility pole.	
Public Works	5.8.3.b	May conflict with building code, though was 6' not 8'.	Zoning currently permits up to 6.5 feet in rear, but residents have asked for taller for privacy issues. 8 feet does not conflict with Building Code.
Public Works	6.0 Intent	Trees in tight spaces block site triangles, lift up sidewalks, grow into utilities (below grade and aerial). Trees aligned closely to the street edge are a safety hazard. They need to be outside the clear recovery zone and meet site visibility triangle requirements.	The benefits of trees in public ROWs are well documented. 6.3 requires any tree planted in the ROW to be approved by the Engineering Division of the City of Pensacola Public Works and Facilities Department and comply with the existing requirements. We have also added language to ensure they are also planted outside of clear recovery zone and meet site visibility triangles. 6.3.5 c) replaced with section reference as already in your Code under Sec 11-4-88.
Public Works	6.3	Who is responsible since mandating the placement of tree?	The adjoining property owner is responsible under the current City Code of Ordinances. However, tree placement must be coordinated with the Engineering Division of the City's Public Works and Facilities Department.
Public Works	5.7 Intent	Fire/EMS is probably not going to support this. Not to mention, sight visibility triangle when trying to get out into traffic.	The Overlay will not alter "no parking" areas, and parking will be subject to sight visibility triangle requirements, as it currently is. However, where on-street parking is feasible it should be encouraged.
Public Works	5.7.2.b.i (1-4)	All things listed are located in the ROW and would require LTU to be placed.	Correct, language for LTU and coordination with Public Works included. It does require an LTU.
Public Works		For bike racks to be placed in City right of way, it would need to be approved by the appropriate City staff with regards to aesthetics, any sight distance issue it may create, and ensure it doesn't encroach upon required widths for pedestrians to get around the bike rack. From there, the owner of the bike rack would have to obtain a license to use. Once it cleared the above described hurdles, there's a chance we could do the license to use administratively through Engineering.	
Public Works	7.1.1:	Remove "Florida Greenbook, Chapter 19 Traditional Neighborhood Design." CRA does not trump LDC, FDOT, etc.	Requiring that local streets be designed to Chapter 19 standards does not trump FDOT standards. If there is a conflict with the LDC, Chapter 19 shall prevail for local streets within the Overlay boundaries
Planning Dept. (PD)	Section 4	Are these intended to be actual zoning changes? Need to add a section pertaining to appeals of decisions. Something similar to the text below: "Sec. ---. - Appeal. Any person directly and adversely affected by a decision of the Building Official, the City Engineer, the Parks and Recreation Department, or the Mayor or his or her designee in the interpretation or enforcement of the provisions of this section may appeal such decision to the zoning board of adjustment. Such appeal shall be submitted in writing to the within thirty (30) days of the rendering of the subject order, requirement, decision or determination."	The overlay will not alter allowable land uses under the currently zoning, however, it will, in some instances modify dimensional standards and provide additional clarifying language related to the existing zoning Instead of copying LDC language into the Overlay District, we will reference Section 12-12-2 for appeals and variances.

CRA Urban Design Overlay District- City Staff and Community Comments

Planning Dept.	Section 4	It was mentioned (at least once by a member of the public) that this would help with "preservation" in these districts, but the context in which that was stated referred to demolition of existing structures. Sections 5 & 6 in the Table of Contents actually describe the contents of Appendix A, so my suggestion would be to consider either removing Section 4 from the Table of Contents or revising it to say "Amendments to Land Development Regulations" or something similar that is less specific to zoning.	This section and the Appendix A reference has been removed in its entirety. The contents of Appendix A have been incorporated into the Overlay, as appropriate.
Planning Dept.	12-2-8 Table 12-2.7	The Dense Business Area has a maximum setback of 10' for all commercially zoned properties (C-1, C-2A, C-2 and C-3). Is the intent to supersede that requirement with this table in the CRA? If so, is C-1 excluded from having a build-to line/max setback intentionally?	According to the tables, commercial is restricted to a maximum 5 foot setback. Our proposed regulations will supersede.
Planning Dept.	General/Admin Comments	The overlay as written would not protect against demolition of existing structures, it preserves neighborhood character by determining what can be rebuilt. Given recent concerns regarding the demolition of older structures in neighborhoods that don't have a formal Board review of that process, I want to make sure we are clear to the neighborhood stakeholders that there is nothing in the proposed overlay that would prevent someone from coming in to get a permit to demolish a structure, and does not add a review process for approval of a demo permit.	Agreed with comment
Planning Dept.	12-2-81 (B)(1)	Is the intent to involve the ARB in the review process? It is referenced in the main section of the Code due to its applicability in some areas citywide, so might need to clarify if it is only referenced as it would pertain to areas in the CRA already under the purview of the ARB.	No, it is not the intent to involve ARB in the review process. All plans will be reviewed through the City's existing review processes. No special review will be required.
Planning Dept.	12-2-4 Table 12-2.2	Is the intent to actually create a zoning category of "CRA R-1AA" or is this prefix only used for clarification purposes in the document? If it will actually be an amendment to the zoning category title (creating a new category of CRA R-1AA) then the zoning map would need to be amended for consistency.	No, it is not the intent to create a separate CRA zoning categories. All dimensional modifications will be incorporated into the Overlay. Allowable land uses under the current zoning will not be impacted.
Planning Dept.	12-6-3 (A)	Is this specific to the CRA areas only? If so, would recommend editing the zoning districts to remove ATZ, R-C and any other districts that are not located in the CRA.	Yes, the Overlay is specific to the Urban Core, Westside and Eastside Redevelopment Areas, excluding the City's existing Special Review Districts (SRD's) and the Port of Pensacola. This section have been incorporated into the Landscaping Standards section of the Overlay.
Planning Dept.	12-2-81 (B)(1)	Department/Division titles are outdated (were being updated via recodification which was not approved by Council). Current titles are: Planning Services Division; Engineering is a Division under Public Works & Facilities (would check with Derrick for correct wording); Inspections Services Division; Parks and Recreation Department (no longer Leisure Services); Fire Department is unchanged; see my note regarding ARB; ECUA is now Emerald Coast Utilities Authority vs Escambia County Utilities Authority. Would also add CRA staff to the list.	Once 12-2-81 is amended, the changes becomes effective. It should not be necessary for CRA to be a formal party to the review process since it is the intent for the overlay to be concise and regulatory in nature, rather than subjective. Additionally, it is rare for projects located outside of the SRD's to be subject to this review process - most go straight through permitting.
Planning Dept.	5.5	Would add a provision for CRA staff to be involved in review and approval of building design/layout.	Review processes are intended to remain as they currently exist. Overlay requirements will not be subjective in nature and therefore will not require additional review or input. All requirements will be incorporated into an administrative checklist and subject to a "yes" or "no" response. In addition, CRA staff are not zoning experts.
Planning Dept.	12-2-82 (D)	This section reads "Design guidelines" but most of the language is changed from "should" to "shall" in the subsequent text. It should read "Design Standards" and be double-checked for any remaining "should" to be changed to "shall".	This section has been removed.
Parks & Recreation Dept.	Table 5.4.1.(B)	Trees: Who maintains? What type? Are there limits?	Trees in private yards shall be maintained by property owner or HOA. See section 6.1 for restrictions on landscaping in private yards.
Parks & Recreation Dept.	Table 5.4.1.(D)	Tree grates: Who maintains?	This section related to the installation of tree grates, pits and pots on private property. Reference to installation of tree grates and pits have been removed. Installed pots on the private lot are to be maintained by the property owner. However, language has been added to Section 6.3 for installation of tree grate and pits within the public right-of-way to provide that grates and pits installed by private owners be maintained by the owner. Also, tree grate and pit installations must be consistent with surrounding grate/pit style and subject to review and approval by the Public Works and Facilities Department.
Parks & Recreation Dept.	5.7.2.b	who selects type, approves location, maintains and installs?	Language clarified.

CRA Urban Design Overlay District- City Staff and Community Comments

Parks & Recreation Dept	6.1.1.a	Trees: Who maintains?	Any landscaping / planting in private lots maintained by property owner.
Parks & Recreation Dept	6.1.1.e	Hedges: Who maintains?	Any landscaping / planting in private lots maintained by property owner.
Parks & Recreation Dept	6.3.2	Why not Parks and Recreation Dept. Director for approval?	Will follow current City procedure.
Parks & Recreation Dept	6.3.5.f	No palms – redundant.	Agreed, reference removed.
Parks & Recreation Dept.	6.3.6.a-e	Trees maintained by who?	Trees planted in ROWs are maintained by the adjoining property owner.
Parks & Recreation Dept	12-6-02	"Section XX (frontage yards)" – Section XX?	Response provided above.
Parks & Recreation Dept.	12-6-02	Where is section D?	No changes proposed to Section D. Only included those sections with proposed edits.
Parks & Recreation Dept.	Table 5.4.1.(A)	What type? Are there limits?	This standard requires that 50% of the front yard be pervious material. Paving, including pervious pavement, is limited to walkways and driveways. All pervious materials which do not constitute paving are permissible.
Parks & Recreation Dept.	Table 5.4.1.(C)	Landscape: Who regulates?	Landscaping to comply with existing landscape regulations. Any landscaping in private lots maintained by property owner.
Parks & Recreation Dept	6.3.4	Tree fund – Who manages?	The CRA Tree Fund is proposed to be managed by the CRA.
Parks & Recreation Dept	6.3.5.b	Trees maintained by who?	Adjoining property owner.
Parks & Recreation Dept	6.3.5.e	Trees – who determines?	Subject to coordination with PW.
Building Inspections	5.1.2.b	Please address how this is determined if there is no sidewalk adjacent to the site.	Language revised to read average grade, as defined in building code.
Building Inspections	5.1.2e.ii	Clarify statement as to how ground floor height is measured.	Language revised to read average grade, as defined in building code.
Building Inspections	5.1.2.f.iv	Clarify statement as to how ground floor height is measured.	Language revised to read average grade, as defined in building code.
Building Inspections	5.1.2.g	This statement contradicts the definition of story height in the Florida Building Code.	Clarified language in code.
Building Inspections	5.1.4.a	Provide the definition and use of towers and loggias.	Deleted this section since your underlying regulations are more permissive in this case.
Building Inspections	5.1.5.a	Explain how this roof pitch was determined. Minimum 6:12	Discussed in meeting on 3/19. It is in keeping with the character of your neighborhoods and your SRDs recognize this already. It is our recommendation to extend this regulation across the CRA areas.
Building Inspections	Table 5.3.1	States front setback is 20' minimum, with a façade type of porch. When viewing Table 5.5.1 Facade Types a covered porch is a requirement and must be a minimum of 6' deep and no more than 10 feet. This seems to be a large encroachment into a required setback.	Discussed in meeting on 3/19. This will permit existing homes to add a porch.
Building Inspections	Table 5.3.1	(Setbacks – Accessory Structures) the minimum side yard setback is 1 foot. Please take into account eave overhangs, water runoff and fire rating requirement of walls.	Discussed in meeting on 3/19. This will permit existing homes to add a porch.
Building Inspections	Table 5.3.2	(Setbacks – Accessory Structures) the minimum side yard setback is 1 foot. Please take into account eave overhangs, water runoff and fire rating requirement of walls.	Discussed in meeting on 3/19. Retaining water on own lot is a requirement. We encourage smaller setbacks for accessory structures given narrow width of many lots. Building code standards will have to be adhered to for fire-rating.
Building Inspections	Table 5.3.5	Define Hybrid Commercial.	Defined.
Building Inspections	5.4.1	Identifies urban design guidelines, but all sections state "shall" which indicates these are in fact standards and not guidelines.	Section removed.
Building Inspections	Section 5.5.1.e.i. (1)	States first floor elevation shall be a minimum of 9 feet above sea level. I don't understand this requirement as Main Street is basically where the 9 foot sea level occurs and anything below that must meet the floodplain requirements.	Deleted this section as already addressed in the underlying regulations and we do not want to repeat anything in the Overlay that is already covered.
Building Inspections	Section 5.5.1.e.ii and iii	Once again mention sidewalk grade. This is assuming sidewalk exists	Changed to average grade as defined within the Building Code Standards
Building Inspections	Table 5.5.1	Do not address the Florida Accessibility Code as far as accessible entrances. The Stoop type entry at 36" minimum would require a 41 foot long ramp for accessibility and the Common Entry would require a minimum 18 foot long accessible ramp.	Revised minimum height to 34 inches, instead of 36 inches.
Building Inspections	Section 5.5.3.b	Prohibits the use of extruded aluminum storefronts. Since Florida Product Approval is required for external building components, please identify what components can be used for storefronts that will meet the code requirements.	Revised language to read use of extruded aluminum storefronts permitted with decorative trim.
Building Inspections	Section 5.6.3 and Table 5.6.2:	The illustration show the actual building encroaching the right of way by 8 feet. Please advise as to how this would be possible.	Arcades and colonnades removed from Overlay.

CRA Urban Design Overlay District- City Staff and Community Comments

Building Inspections	5.8	This section is totally contrary to the fence requirements in the Land Development Code for every other area in the City, including historic and preservation districts in regard to heights.	Our recommendation is a slightly lower height in the front (42", instead of 48" max) but a taller height in the rear (up to 8 feet).
Building Inspections	5.8.4.d	Requiring adjacent wood fences to have a different picket design is not even a requirement in the historic districts.	Removed this section.
Building Inspections	5.8.4.e:	This section stating that you can only have wrought iron or brick fences only in conjunction with masonry buildings. Where did this come from? And please explain why they would not be allowed.	Discussed in meeting on 3/19. This regulation included in your SRDs. Removed this section.
Building Inspections	General/Admin Comments	Where is the appeals process for reconsideration of a decision by whichever office conducts the review?	Appeals process will remain as it currently is. All appeals will be processed in accordance with Section 12-12-2.
Building Inspections	General/Admin Comments	Has there been any cost studies conducted to determine how much these standards will add to the cost of a home, multifamily or commercial building?	Not in scope and difficult to quantify accurately. Generally, we would urge you to look at cost reductions too, if you are to look at cost increases, in addition to appreciating property values.
Building Inspections	General/Admin Comments	At yesterday's meeting it was stated that there were still changes being made so this list of comments may not be complete.	Changes are being tracked for ease of review.
Building Inspections	Section 5.5.3.b/5.9.2	Florida Energy Code encourages the use of reflective glass to cut energy costs.	Clarified language to apply only to ground floor commercial uses.
Building Inspections	General/Admin Comments	Who or what board is going to do the actual review of plans to verify compliance with the Overlay Standards? No one has approached my office with any requests to do reviews, or asked for my recommendations	Review processes are intended to remain as they currently exist. All requirements will be incorporated into an administrative checklist and subject to a "yes" or "no" response. No additional review board will be necessary.
Building Inspections	General/Admin Comments	Is there to be a review fee associated with verification of compliance?	No new fee structure is proposed.

COMMUNITY COMMENTS			
Commentator	Referenced Section	Comment	Response
Sandy Walker	5.8.4.b	In the area regarding fences, why does it not permit vinyl? Typically it holds up better than wood, especially if the wood is not treated or stained.	We can, however your most beloved neighborhoods do not permit vinyl, it is an inferior material that looks and feels cheap, in comparison to more authentic materials.
Christopher Kariher, STOA Architects	None Referenced	I enjoyed yesterday's meeting yesterday and thank you for inviting architects. We really appreciate your efforts in making Pensacola a better community. Here is my comment: INTENT: To encourage parking toward the rear of lots in single family development; allowable size of accessory structures should be increased beyond the current zoning code. ACTION: Allow for larger accessory structures located in the rear of single family residential to accommodate parking in the back of lot with a detached garage. This would encourage standalone car garages and give some allowance for the lost buildable area square footage by using part of the lot buildable area for the driveway to get back to the detached garage.	Mr. Kariher, thank you for your comments. We will consider.
Wayne O'Hara	None Referenced	Thank you for the update on the CRA Overlay process. I would like to express my concern over the lack of notification to concerned and affected citizens, like me, about these proposed guidelines and standards. I own property in the CRA District and I was not notified by the City about this process being in place. The only way I knew about yesterdays "Lunch and Learn" was because of a discussion I had with a developer near my office. Fortunately, he let me know about this meeting and I was able to attend. This is a very lengthy and complicated proposal that will require hours of review to fully understand the potential impact this will have on future development and construction. We understand the City has good intentions by implementing this process/proposal, but we also believe the people of Pensacola deserve a reasonable amount of time to review and respond to this new Overlay District Proposal. The email you sent today, which notified us of two meetings this Monday, is greatly appreciated, but hardly gives ample time for us to plan to attend and formulate an educated response to this proposal. We would ask that you either postpone this meeting or provide additional opportunities for our input prior to this becoming the Law of the Land. I have meetings already scheduled during both of the meetings on Monday so will be unable to attend. I would like to ask, if possible, you read this message during the Q & A session at one or both of those meetings. Thanks again for all your help.	Mr. O'Hara, thank you for your comments. It has been the intent of the CRA to maximize public input and participation throughout the design standards overlay process. Please be advised that a postcard was sent to all property owners located within the affected area prior to the charrette that was held the week of February 12, 2018. The CRA has verified that your address was included on the charrette notification postcard mailing list. Additionally, the comment period was extended and additional public input sessions added to the schedule to provide additional opportunity for public comment and engagement.

CRA Urban Design Overlay District- City Staff and Community Comments

Jarah Jacquay	None Referenced	I am writing to express my strong support for the CRA's Draft Urban Design Standard Overlays. I commend you, Ms. Helen Gibson, our City Council, the Planning Board, and Mayor Ashton Hayward for your vision and strong leadership in support of this project. I believe that the proposed standards will achieve their desired end-- "Strengthening Connectivity, Strengthening Neighborhoods, and Ensuring Quality in Design and Development"-- and will, by preserving our historic character and charm and by promoting high-quality development that is compatible with our vernacular form, have a transformative effect on our city. If implemented, I believe that the CRA's Urban Design Standard will make Pensacola a better place to "Live, Work, and Play" and will greatly enhance walkability and streetscape vibrancy, increase property values and tax revenue, promote place-based tourism, and facilitate talent recruiting/retention. Thank you again for your service to our community and your efforts to make Pensacola a more vibrant and livable city! I think these Urban Design Standards are a strong step in the right direction and am excited to see how they contribute to the revitalization of our CRA districts.	Thank you for your comments.
Griffin Vickery	5.1.2.g	Please accept the following comments on the proposed urban design standards. I am not familiar with the current city regulations more generally, and could not make a complete review of the proposed overlay standards in the time available, but the following are in response to what I was able to review: Section 5: Urban Standards & Guidelines 5.1 Building Height 5.1.2.g implies that building heights can exceed the maximums, but the intent appears to be that a building story that exceeds the maximum story heights in "e" or "f", as applicable, will be considered two stories.	No buildings are not encouraged to exceed the maximum - quite the contrary. It just means that if a building does exceed the height it is considered an additional story higher which may make it non-compliant.
Griffin Vickery	Table 5.3.1	Detached Single-Family & Duplexes (R-1AA, R-1A) The identification of a "Front, Side" as item "b" of the principal building setbacks (and "f" for accessory buildings) would be less confusing if identified as "Front, secondary," consistent with both the illustration and "Frontage & Lot Occupation" section of the table. The front setback (a) would accordingly then be "Front, primary."	This was changed to side, so less need for primary.
Griffin Vickery	Table 5.3.1	The "Frontage & Lot Occupation" section appears to only be frontage occupation, especially since a lot occupation section follows.	Correct, this has been changed.
Griffin Vickery	Table 5.3.1	The referenced Section 5.6.1 regarding encroachments in note (2) does not appear to be the intended reference regarding principal building height.	Yes, these were updated in subsequent drafts.
Griffin Vickery	Table 5.3.1	There is reference to note (3) in the parking section of the table, but no such note appears.	Yes, these were updated in subsequent drafts.
Griffin Vickery	Table 5.3.1	The illustration would benefit from an accessory building buildable area. If not provided, the lettering of the individual setbacks (e-h) should be discarded.	Correct, this has been changed.
Griffin Vickery	Table 5.3.1	The illustrations would benefit from more realistic and proportional representations of front and rear setbacks (i.e., closer to 4 and 6 times the side setback, respectively).	Correct, this has been changed, with the fixes that were tied to the prior comment.
Griffin Vickery	Table 5.3.1	The illustration would benefit from enlargement to fully utilize the space.	Agreed, the illustrations have been enlarged.
Griffin Vickery	Table 5.3.1	Additionally, it is not necessary to show four different renderings of single-family dwellings – two would be adequate.	Thank you for your comments. We will consider reducing the number of renderings.

CRA Urban Design Overlay District- City Staff and Community Comments

Griffin Vickery	Table 5.3.2	Table 5.3.2: Attached Single-Family (Townhouses) (R-1A, R-1B). The principal building setbacks section of the table indicates a 0 or 5-foot minimum interior side setback. Since these are attached units, the 5-foot is assumed to apply only to an end unit on an interior lot. If so, it would be clearer to separate it in the table section or show a 10-foot separation between two midblock units in the illustration.	Thank you for your comments. We will clarify.
Griffin Vickery	Table 5.3.1/5.3.2	Some of the comments made on these two tables also apply to the other tables of the section. Tables are helpful to summarize information, but if too brief in content they can cause confusion.	We agree. Thank you for your comments.
Griffin Vickery	6.1.1.a	Section 6: Additional Landscape Standards 6.1 Landscape on Private Property In 6.1.1.a, DBH is used to identify the diameter of "trees planted to meet this requirement," but Florida Grades and Standards indicate DBH is not an appropriate measure for nursery trees. It is presumed that those grades and standards are specified in the other landscaping standards to achieve quality tree plantings the City wants. If so, caliper is the standard diameter measure of such trees. If not, I would recommend their adoption as a common reference for all parties in development.	Agreed, we will change from DBH to caliper for standard diameter measurements.
Griffin Vickery	Section 8	Section 8: Definitions. Additional definitions. In the definition of Building height, single-family residential , the measure is proposed to be "to the bottom of the eave." Since houses often have more than one eave height, the definition should specify which eave height – lowest, highest, average, or other.	Agreed. The definition of "Building height, single-family residential" will be clarified to mean "the vertical distance of a building measured from the average elevation of the finished grade to the bottom of the lowest eave."
Griffin Vickery	Section 8	In the definition of Facade, building , the phrase "set along a frontage line" may be less confusingly defined as "facing a frontage line," which is the explanation included in the definition of Frontage line . That, or some other phrasing, would more clearly indicate the possibility of some area between the building facade and the frontage line as is revealed in the definition of Frontage yard type . As building facade is proposed to be defined, one must read several other definitions to conclude that the facade is not necessarily directly along or coterminous with the frontage line.	Agreed. The definition of "Façade, building" will be clarified to mean "an exterior wall of a building that faces a frontage line."
Fred Gunther	Not referenced	Can you define what Special Review Districts are exempted from the DPZ design requirements? I assume Gateway Redevelopment District, Governmental Center District, Palafox Historic Business District, South Palafox Business District, Dense Business District, Old East Hill Preservation District, Waterfront Redevelopment District, North Hill Preservation District and the Historic District, correct?	The Special Review Districts (SRD's) which are exempt from the CRA Urban Design Standards Overlay include the Gateway Redevelopment District, South Palafox Business District, Waterfront Redevelopment District, Governmental Center District, Old East Hill Preservation District, Palafox Historic Business District, Historic District, and the North Hill Preservation District. The Port of Pensacola is also exempt.
Fred Gunther	Not referenced	If so, will this be defined in writing within the standards?	Yes, the overlay district boundaries will be defined in writing within the standards, and is available on the project website (www.cityofpensacola.com/CRAOverlay).
Fred Gunther	None Referenced	Can you tell me where to find the maps for each existing Special Review District within the Urban Core CRA?	The Special Review District (SRD) boundaries are available for review through the CityView application located on the City of Pensacola website (www.cityofpensacola.com), however, please verify all SRD boundaries with the City of Pensacola Planning Department.
Fred Gunther	Table 5.5.1: Façade Types	Can you also tell me how grade is defined on page 21? There is nothing listed under definitions in the draft and I see a couple of façade types have an entry grade with a maximum height above grade. I am asking because my site is built up and sits approximately 2' higher than the sidewalk (slopes from sidewalk to 2' higher approximately 10' in from the sidewalk).	Grade shall be determined by the average grade along the front property line, as defined by Building Code Standards. This clarification will be included.

CRA Urban Design Overlay District- City Staff and Community Comments

Fred Gunther	None Referenced	I appreciate the invitation to comment on the Community Redevelopment Agency's plan to implement design requirements and change the Land Development Code related to all properties within CRA overlays which are not within a Special Review District. I have become involved in the process because my brother and I are in the middle of creating a mixed use development, called Galveztown, at the NE corner of Palafox and Belmont Street on the former YMCA site. Over the last year we have hired engineers to create a site plan and held predevelopment meetings with City staff to confirm that all aspects of our project are compliant with the City of Pensacola's Land Development Code. After this, we contracted to have the building demolished and have engaged Gulf Power to have the power lines surrounding the site moved underground. Several of the lots are under contract with Buyers who are planning to build their personal residences on the site. In addition, we have hired architects to design two single family homes on the site which we will begin building this year. Essentially, we have invested an incredible amount of time and money creating a Class A development in our downtown core. As a result, we want to make sure this investment is protected and have been attending the recent charrettes.	Mr. Gunther, thank you for your comments. It is the intent of the CRA to preserve the traditional urban neighborhood environment by establishing urban design standards which adhere to a form-based methodology and result in a predictable development. We believe that adoption of these standards will, in fact, prove to protect the investments of developers and the investments of their buyers who chose to live here. Research proves that communities which adopt urban design standards exponentially outperform those who do not. The benefits of implementation include enhanced resident and visitor attraction, community health and economic viability, amongst many others.
Fred Gunther	None Referenced	During this process, we were pleased to find out that our property was not included in the Urban Core CRA overlay area. I hope you can understand the frustration we felt when the map changed today (After all of the charrettes and input sessions are over and on the very last day comments are due to the CRA), suddenly including us in the overlay. As a result, new aesthetic, landscaping and setback requirements affecting us are being fast-tracked for implementation. These requirements have nothing to do with the building code and they are both arbitrary and subjective. In addition, no exception has been made for those who have already proceeded with developing a property based upon the existing land development code. Allow me to give you several examples:	The boundary maps were revised to correct boundaries which were incorrectly referenced due to a geographical conversion error. Since the project's inception, the CRA has confirmed that the overlay boundaries would be limited to the City's three community redevelopment areas which include the Urban Core, Westside and Eastside, excluding the City's existing Special Review Districts (SRD). The Port of Pensacola was added to the excluded area during the map revision, as it was established that the Port's activities were inappropriate for inclusion within the Overlay. No additional changes were made. We sincerely apologize for any inconvenience this has caused, and extended the public comment period accordingly. The extended schedule included two additional public input sessions in which the correct map was distributed.
Fred Gunther	Table 5.3.2, Form Standards	1.) There are currently no setbacks required on our site. As a result of input from our Architect, as well as our Civil Engineer, we created a 3' side setback on each lot so there will be a distance of approximately 6' between each of the homes. This allows the homes to have windows on the side but still maintain the high density you would expect along the downtown Palafox Street corridor. These parcels have been surveyed and are ready to be transferred. The new requirements state the side setback needs to be either 0', or a minimum of 5'.	None.
Fred Gunther	6.1.1.a	2.) We have designed the Palafox residences to be pushed to the street, as you would expect in an urban environment. Our Architect has designed a home which uses a 2.5' front setback. The new requirements state you must plant a tree in your front yard and the tree must be at least 3' from the right-of-way. DPZ has agreed on two separate occasions that this requirement is not appropriate for a residence in the downtown core and yet the requirement is still contained in the draft.	The reference to distance from right-of-way for trees on private property has been removed. Property located within the Dense Business Area will adhere to the front setback and lot coverage defined in Section 12-2-8, Table 12-2.7, as it relates to the Dense Business Area.
Fred Gunther	Table 5.5.1: Façade Types	3.) Because our site is built up several feet already, we would likely violate the maximum entry grade height of 48' even if we only slightly elevate the slab. If addition, the slab at the front entry will need to be built up by several feet because there is a significant slope to the lot.	Elevations will be measured based on the average grade, measured from the front property line. This will address sloping issues. This language has been clarified within the text.
Fred Gunther	Section 2, Applicability	As you can see, all of our plans meet the current land development code, but the proposed overlay will result in additional expense and problems if these changes are implemented. We have already created a set of design guidelines for our development, with the intent of holding residents to high standards, as well as maintaining some consistency in the development of these parcels. If we obtain building permits for several homes now with a 2.5' front setback on Palafox before the design standards are implemented, we could end up with some homes 2.5' from the sidewalk, with others, permitted later, approximately 6' away to allow room for a tree in the front yard. A person should have the right to know what they are able to build on a property without worrying about the government arbitrarily changing the entitlements associated with the property in the middle of the development process. As a result, I respectfully request the following amendment to your draft: "Section 2.9 - These standards shall not apply to any property where the property owner has had a pre-development meeting with City Staff, prior to implementation of the CRA Overlay District, which met the requirements of the City of Pensacola land development code at that time."	In accordance with the City's standard practices, the new standards will not apply to any proposed development which has received a development order or a building permit as of the effective date. Pre-development meetings serve as informal informational sessions rather than an approval procedure, and therefore cannot be considered due to their nature. To accommodate transitions, a forty-five (45) day grace period will be provided. This is a forty (40) day extension beyond the City's standard practice. Upon the conclusion of the grace period, the standards will become effective and implementation will begin.
Nina Goodrich	None Referenced	I would like to share a concern of citizens on the edge of downtown. Gregory Street, Chase Street, and L Streets flood now when a small rain comes through. With all the new buildings this flooding problem could become much worse. I would hate to see Pensacola become the next New Orleans, or Houston---people dying during hurricanes due to preventable flooding. The problem began when sidewalks were created---Throughout the Maxent Track, now West Garden District. This is a stable area of the city. People look out for one another. Thank you for all you do.	Ms. Goodrich, thank you for providing these comments. Flooding and stormwater issues are a concern for many downtown areas. The proposed requirement to elevate homes has the potential to reduce flooding of new construction homes, however, the overlay in and of itself cannot directly address stormwater and flooding overall. Instead, these standards are intended to ensure that development is contextual with the City's goals and vision for its redevelopment areas by preserving the traditional urban neighborhood characteristics of these areas.

CRA Urban Design Overlay District- City Staff and Community Comments

Fred Gunther	None Referenced	What Board will review and approve variance requests to the proposed changes?	The Zoning Board of Adjustments (ZBA) will review and approve variance requests in accordance with Section 12-12-2 of the Land Development Code.
Fred Gunther	None Referenced	What fee will the City charge in order to apply for said variance?	No fee changes are proposed. Fees will be assessed in accordance with the City's adopted fee schedule.
Fred Gunther	None Referenced	Will the fee be charged regardless of whether or not the applicant demonstrates a hardship and is granted the variance?	Fees will be assessed and reimbursed in accordance with the City's current policies.
Scott Sallis	3.1	Recommend adding "development orders, plat approvals, or other projects discussed with City staff prior to ????? date"	To accommodate transitions, a forty-five (45) day grace period will be provided. This is a forty (40) day extension beyond the City's standard practice. Upon the conclusion of the grace period, the standards will become effective and implementation will begin. Project discussions with City staff do not serve as an approval process and therefore cannot be included due to their nature.
Scott Sallis	5.1.5	recommend "should" have minimum. (It's too restrictive to demand roof pitch requirements)	The intent for adopting urban design standards is to preserve traditional neighborhood character. Roof pitch is a key component of the character which exists within the community redevelopment area neighborhoods. It must be preserved in order to ensure that new development dovetails into and complements the existing neighborhood environment.
Scott Sallis	5.5.3.b	recommend removing this text. (The LDC must consider extruded aluminum for commercial storefronts as a viable option)	This language has been revised to allow extruded aluminum storefronts with decorative trim.
Scott Sallis	5.5.3.d.	recommend changing to "shall consist of.." (demanding materials here will easily be seen as restrictive)	The language contained within this section will ensure quality development which maintains its integrity over time and complements the existing neighborhoods.
Scott Sallis	5.9	WINDOWS & GLAZING (recommend striking this entire section) It is full of too many unnecessary restrictions)	The window proportions, design and glazing proposed are key elements which preserve neighborhood character and integrity, and provide welcoming, and walkable public spaces by preventing blank walls. These proposed standards are essential and necessary factors in meeting the goals and objectives of the overlay.
Scott Sallis	Table 12-2.7	C-2A, (if zero is allowed, it doesn't make sense to demand 5' as next option. We have a development within the CRA that needs 6' between buildings and thus we have 3' side setbacks) See example below. As written this development would not comply....	Properties within the Dense Business Area will be exempt from the 5' setback requirement.
			

CRA Urban Design Overlay District- City Staff and Community Comments

Steve Dana	6.1	Thank you for this effort to improve our standards in the CRA district. As a landscape architect I understand what a great impact well designed landscape and exterior space has on a community. Our current landscape standards require impervious surface requirements, and tree island in off-street parking, however, the codes do not require landscape plantings or even trees in these areas. Section 12-6-3 Landscape Requirements sets up interior planting areas but does not require trees to be planted in interior islands or areas and states that the remaining areas can be landscaped with "other landscape materials." In many cases "other landscape materials" results in pine straw. I hope that you can clean this up so that the code actually requires canopy trees in the interior landscape areas and requires some percentage of shrubs, turf, mulch in the remaining areas. The City of Fort Walton Beach and Panama City Beach have decent language that describes such percentages. Please let me know if you have any questions regarding these comments. Thank you again.	Mr. Dana, thank you for your comments.
Wayne O'Hara	None Referenced	Please find attached the summary of my verbal comments from the public input session of last Thursday, April 5, 2018. Thanks again for the opportunity to provide this input and please let me know if you have any questions or need additional information. 1. Thanks for opportunity to provide input on this proposed set of standards and guidelines. 2. Commend DPZ on thorough and comprehensive proposal. 3. I began investing in real estate in the CRA area in 2002-16 years ago. Have purchased 6 separate pieces of property since that time. 4. I have a vested interest in area and currently maintain my construction office on Intendencia Street. 5. Enjoy the neighborhood and want to continue to promote and support future good development in the area. 6. I am Concerned about extra layer of rules and regulations that will be mandated by this new set of CRA Urban Design Standards. I have both "General" and "Specific" areas of concern a. Generally-Additional set of hurdles for developers/real estate investors to clear. May discourage development. b. Specifically-Reference paragraphs in Proposal:	Mr. O'Hara, thank you for your comments. It is the intent of the CRA to preserve the traditional urban neighborhood environment by establishing urban design standards which adhere to a form-based methodology and result in a predictable development. We believe that adoption of these standards will, in fact, prove to protect the investments of developers and the investments of their buyers who chose to live here. Research proves that communities which adopt urban design standards exponentially outperform those who do not. The benefits of implementation include enhanced resident and visitor attraction, community health and economic viability, amongst many others.
Wayne O'Hara	1.1.1	1.1.1 States "Encouraging new construction" -I tend to disagree, since this presents another set of rules and regulations, above and beyond what already exists, that complicates the development process.	As described above, research shows that design standards do not curtail development. While additional requirements are enforced, the standards lend themselves to a better built environment which improves value and attraction. Additionally, the proposed standards will not require the additional time or cost of a special review board. Rather, projects will be reviewed administratively through the City's existing processes.
Wayne O'Hara	2.1.1/3.2	2.1.1 States "Apply to all new construction, additions and renovations" Vs. 3.2- refers to "Substantial Modification" -which one is it? Please clarify.	The standards will apply to all new construction and substantial modifications as defined by the existing Building Code Standards. This clarification has been made within the text.
Wayne O'Hara	2.2	2.2 "In addition" to applicable regulations-Already many regulations in place, ie., Comprehensive Plan, Future Land Use, Zoning, Land Development Code, Architectural Review Committee, Florida Building Code. Don't think we need more rules.	Existing regulations do not sufficiently address building form or character. Rather, development is unpredictable yielding both good and bad results. The design standards are proposed to ensure predictable results which preserve the traditional urban neighborhood character of some of the City's most treasured and valuable areas.
Wayne O'Hara	5.1	5.1 Measure in stories vs. table 5.3.2 sets building height@ 45 feet. Conflicting rules, please clarify.	Measurement in stories relates to nonresidential and multifamily. Measurement in feet relates to single family detached, attached and two-family attached (duplex).
Wayne O'Hara	5.1.5	5.1.5 Roof pitch min. 6:12--many commercial metal buildings have a 2:12 roof pitch or less. Will hamper commercial development.	The traditional roof pitch within these neighborhoods contain a 6:12 or greater roof pitch. While there may be some outliers, the majority of development adheres to this standard. The intent of the proposed standards is to preserve the traditional neighborhood form. The roof pitch proposed ensures that development dovetails into the existing framework.
Wayne O'Hara	5.3.4.b	5.3.4b Dictates what fence material can be used. Due to costs of materials itemized, will force all fences to be wood.	Thank you for your comments.
Wayne O'Hara	5.4	5.4 Frontage types. "Existing neighborhoods with a well-established character" Who decides what the "well-established character" is? Do other Standards and Guidelines still apply? This paragraph seems to add subjectivity and vagueness.	The language contained within this section is guiding language intended to establish intent, it is not regulatory. Standards which are regulatory and mandatory are activated by the word "shall", guidelines which are recommended and encouraged, but not mandatory are activated by "should". The standards and guidelines contained within the overlay apply in accordance with these definitions.

CRA Urban Design Overlay District- City Staff and Community Comments

Wayne O'Hara		Some examples of eliminating driveways and parking of vehicles in the front yard area were shown. While this concept sounds and appears attractive, I'm concerned over where the vehicles would then park. If forced to park in the street, with the width of many of the neighborhood streets in this area, it will cause a traffic hazard with parked vehicles obstructing traffic flow.	Most Pensacola streets are considered yield streets capable of accomodating on-street parking on both sides, and a travel lane in between. These streets are common in cities all over the world, and are utilized in a manner in which maximizes on-street parking and density, improves walkability on the sidewalks and enhances pedestrian safety. Enforcement is required to ensure that parking is orderly, however, this design is a tried and true method which provides many benefits in urbanized settings. All parking will be subject to maintaining visibility triangles, and no parking will be allowed in "no parking" zones.
Wayne O'Hara		To summarize--Many codes, regulations, rules, etc. already in place - construction and development {good development} is vibrant in downtown area and CRA District - I express my concern and encourage you to be cautious in moving forward with an additional set of standards that have the potential for negative effects on development and cause developers/investors to consider other areas.	As stated above, existing regulations yield unpredictable results - some good and some bad. Due to the magnitude and extent of development and redevelopment within the City's CRA neighborhoods, it is critical that standards be adopted which inform neighborhood character and layout. The proposed standards are the minimum necessary to protect the value and integrity of the redevelopment areas, and are not intended to be overly burdensome or regulatory.
Thomas Douthat	Appendix A, Sec. 12-2-82 €	I am writing in full support of the Proposed Chapter 12-2. Zoning Districts Article VIII: CRA Overlay District. The only specific comment I have would be with Sec. 12-2-82. - (e) regarding sidewalks. I support the mandatory rule, but it should be specified with the 6 foot width and setback traditional to Pensacola, not based on the personal judgment of the City Engineer. This is not leading to a strong and well designed sidewalk network in other areas of the city. The standard as proposed is too vague.	Mr. Douthat, thank you for your comments. A component of the proposed urban design standards is adoption of the the Florida Greenbook, Chapter 19, Traditional Neighborhood Design (TND) to guide street design, including sidewalks, within the overlay boundaries. This chapter rely's on strong integration of land use and transportation, and is intended to support improved walkability and complete street design within the overlay. Unfortunately, specific sidewalk widths cannot be adopted for all areas of the redevelopment districts as each thoroughfare is unique and faces different challenges and needs.
Thomas Douthat	None Referenced	Beyond this, what I think needs to be improved is what is "missing." Specifically, I would also like the city to allow "of right" missing middle housing in the area, including duplexes, triples, and multifamily-units consistent with the neighborhood character. The great strength of a form based code is that it can allow more housing diversity and mixing of uses, while still preserving character. Changing the design standards alone are insufficient to obtain the CRA's objective of a vibrant diverse area. Our family sizes are smaller than when the area was built in the 1900s-1950s, and we need greater numbers of units to build back population density in the urban core. The goal of a vibrant and diverse area, also necessitates an equity housing plan for strategic multi-site public housing and tax credit projects. Moreover, a large part of the problem in terms of design comes from the management of roads. These also need to be accompanied by changes to the street design and management standards to support "Complete Streets" and a Vision Zero approach to pedestrian and cycling injuries. Beyond this, I would like these standards applied in all parts of Pensacola, and at a minimum on the contiguous grid. Thank you for your efforts on this important topic for the future of the city. I hope you receive full support from City Council.	While the CRA recognizes the need for "missing middle housing" in the redevelopment areas, the development of urban design standards is limited to an overlay of the underlying land development regulations, it does not alter the underlying allowable land use types. Modifications to allowable use types would require rezoning areas currently zoned for low or medium density development to a higher zoning category.
John David Ellis, Jr.	None Referenced	I just wanted to send a quick note in support of the CRA Overlay. I think it is a critical step in promoting the unique character of the neighborhoods located in the CRA, and it will help streamline the building & development process in these areas. Thank you for your help facilitating this process.	Thank you for your comments.
Charles Holland	None Referenced	As a practicing architect w/ offices here since 1993, I really appreciate good design and hate projects where there is an absence of any originality or design thought. I also hate laws trying to regulate every choice. So I encourage a small fee to be added to those projects that do not provide a design idea and w/specific ways, directions, a project is original or builds on other good design. Which could be used to help increase property values. Also provide Guidelines to owners w/proposed project's that identify: concept intent, identifying visual contribution to community include offering community awards for excellence or original design.	Mr. Holland, thank you for your comments. We will consider this.
Zachary Lane	None Referenced	I live at 420 E Brainerd St in the East Side Neighborhood. The East Side Neighborhood is one of the neighborhoods that is a focus of the Urban Design Standards Overlay that was completed by DPZ. I would like to express my support for the plan. The East Side Neighborhood, I feel, would greatly benefit from the implementation of the plan.	Mr. Lane, thank you for your comments.

CRA Urban Design Overlay District- City Staff and Community Comments

Jordan Yee	None Referenced	<p>I spoke briefly at the April 6 input session and would like to submit the following recap of my comments for your records: I would like to thank and applaud the City and the CRA for making such a strong effort to preserve and strengthen the character of our historic communities. DPZ is widely recognized as one of the top urban design and planning firms and I feel confident that Pensacola has chosen an experienced partner to help guide us through this process. I was three when my family moved to Pensacola in 1983. My father is a local dentist and my mother manages the practice. Both have been active in many local community organizations. I am now 38 years old and live in East Hill with my wife and two young children, but less than 10 years ago, I nearly left Pensacola for a larger urban area in search of more culture and better, more interesting career opportunities. Timing is everything and despite an exciting job offer and a built-in community of friends in another city, I chose to stay in Pensacola to start a family with my now wife. It was a difficult decision and I felt like I was leaving a lot on the table by not moving away. Fortunately, my initial reluctance and loss has turned into hope as I have witnessed the transformation of Pensacola over the last ten years. As a licensed architect, I closely watch where and how development occurs and there is so much to be excited about right now. That being said, I recently "quit" architecture because I know we deserve and can produce better development. Rather than wait for projects to be brought to me, I wanted to take a more active role in the development of our community. I am now working for a local general contractor and intend to use the construction experience as a springboard to developing my own small projects. During Ed McMahon's recent CivicCon presentation, I was particularly struck by one of his many pithy challenges, "Do you want the character of your community to shape development or do you want development to shape the character of your community?" I believe the answer to his challenge is clear. While the downtown development boom can be attributed to the efforts of many people and groups that believe Pensacola can and must be better, at its core, the boom is a testament to one idea—Downtown Pensacola is a special place worth preserving and strengthening. Downtown is where we host our most treasured local events—the Arts, Music, and Seafood Festivals, and most recently Cicolvia to name a few. And it is where we host our most treasured personal events like weddings. And it is where young couples take wedding announcement photos because the most intimate, human scaled places in our community only exist downtown. The local ballet, opera, arts, and symphony communities all call downtown a few points regarding concerns from the local development, construction, and real estate communities that the new CRA overlay guidelines and standards will make development and construction in the new districts more difficult and expensive: 1) The areas in question are in highest demand and deliver the greatest returns precisely because of their historic character; 2) The best way to protect their business interests in these areas is by establishing standards that preserve and strengthen the character of those areas; 3) The idea that "regulations" make development more difficult is shortsighted when viewed in the context with the long term profitability of their real estate investments. Property owners should expect development to be deliberate and contextually appropriate or risk the decline of property values over time as the original character of the place is lost; 4) Countless case studies have shown form-based codes and the associated checklists make development easier because the review process is more objective and not subject to panel or board review. 5) The notion that added costs required by overlay standards make new development unfeasible ignores the fact that those costs directly translate to value added AND increased resale value. Residential properties values in downtown can top \$300/sf, which far exceeds \$225/sf in East Hill, which is continues to be one of the hottest neighborhoods in the area. 6) Guidelines are well-intentioned, but have no teeth and standards are a much stronger tool to ensure that local historic character (and</p>	
Jordan Yee	None Referenced	<p>Rather than close with a line by line confirmation of the wisdom captured in the proposal, I would like to close instead with a few personal notes and a challenge to our City. My 32-year old sister creates custom jewelry and her husband is an online trader. They recently left San Francisco and returned to Pensacola to care for a sick family member. While Pensacola is dramatically different than it was when she left over a decade ago, being home is a daily reminder of the amazing quality of life they gave up when they left San Francisco. I will be disappointed, but I won't be surprised if they leave Pensacola for an urban area that offers more...everything. My 29-year old brother is a dentist and officer in the Air Force. His wife is also a dentist. They currently live in Charleston, SC, one of the best preserved and most walkable small cities in our country. They are considering where to move when my brother's time commitment is fulfilled next year. Pensacola is in the running for a number of reasons—proximity to family and friends, a turnkey business opportunity, our beautiful natural resources, etc.—but they remain on the fence because they have both spent the last ten years of their lives living in urban areas that offer more...everything. Pensacola will never be San Francisco or Charleston, but as citizens we are responsible for creating the best version of Pensacola we can. I can tell my sister and brother that good things are happening in Pensacola all I want, but they have to feel the energy for themselves when they walk down the street. I spent this Easter weekend visiting family in Memphis. On the drive home, we stopped in West Point, MS to grab a bite to eat. Rather than stop at a chain on the bypass, which looks like every other bypass in small town America, we chose to drive an extra half-mile off the bypass to West Point's historic downtown. Thanks to my smartphone I was able to find Magnolia's at the Ritz, a new local restaurant attached to West Point's historic theater, the Ritz. The food was delicious and a huge improvement from the chain on the bypass, but the real treat was the old main street, the dining room, and the people. The old storefront was attached to the restored historic theater and it was located directly across the street from a still operating local hardware store. The 20-foot tall ceilings in the dining room featured original wood posts and details that are too expensive to recreate. And the pride of the business owner and the local community was obvious, especially with everyone decked out in Easter attire. We left Magnolia's with happy bellies and made our way back onto the bypass. Unfortunately, the consequences of choosing cars over people and bad development over good had never been so clear to me. I was pleased to later discover that West Point had joined countless small towns across the country and partnered with Main Street America to help strengthen the historic resources of their community. The community made a deliberate choice to preserve its historic character and the local business community responded by restoring the Ritz and opening Magnolia's. It goes without saying that neither the theater nor the restaurant could exist along the bypass. My challenge to the</p>	Mr. Yee, thank you for your comments.
Jordan Yee	None Referenced	<p>Rather than close with a line by line confirmation of the wisdom captured in the proposal, I would like to close instead with a few personal notes and a challenge to our City. My 32-year old sister creates custom jewelry and her husband is an online trader. They recently left San Francisco and returned to Pensacola to care for a sick family member. While Pensacola is dramatically different than it was when she left over a decade ago, being home is a daily reminder of the amazing quality of life they gave up when they left San Francisco. I will be disappointed, but I won't be surprised if they leave Pensacola for an urban area that offers more...everything. My 29-year old brother is a dentist and officer in the Air Force. His wife is also a dentist. They currently live in Charleston, SC, one of the best preserved and most walkable small cities in our country. They are considering where to move when my brother's time commitment is fulfilled next year. Pensacola is in the running for a number of reasons—proximity to family and friends, a turnkey business opportunity, our beautiful natural resources, etc.—but they remain on the fence because they have both spent the last ten years of their lives living in urban areas that offer more...everything. Pensacola will never be San Francisco or Charleston, but as citizens we are responsible for creating the best version of Pensacola we can. I can tell my sister and brother that good things are happening in Pensacola all I want, but they have to feel the energy for themselves when they walk down the street. I spent this Easter weekend visiting family in Memphis. On the drive home, we stopped in West Point, MS to grab a bite to eat. Rather than stop at a chain on the bypass, which looks like every other bypass in small town America, we chose to drive an extra half-mile off the bypass to West Point's historic downtown. Thanks to my smartphone I was able to find Magnolia's at the Ritz, a new local restaurant attached to West Point's historic theater, the Ritz. The food was delicious and a huge improvement from the chain on the bypass, but the real treat was the old main street, the dining room, and the people. The old storefront was attached to the restored historic theater and it was located directly across the street from a still operating local hardware store. The 20-foot tall ceilings in the dining room featured original wood posts and details that are too expensive to recreate. And the pride of the business owner and the local community was obvious, especially with everyone decked out in Easter attire. We left Magnolia's with happy bellies and made our way back onto the bypass. Unfortunately, the consequences of choosing cars over people and bad development over good had never been so clear to me. I was pleased to later discover that West Point had joined countless small towns across the country and partnered with Main Street America to help strengthen the historic resources of their community. The community made a deliberate choice to preserve its historic character and the local business community responded by restoring the Ritz and opening Magnolia's. It goes without saying that neither the theater nor the restaurant could exist along the bypass. My challenge to the</p>	Mr. Yee, thank you for your comments.

CRA Urban Design Overlay District- City Staff and Community Comments

Jordan Yee	None Referenced	I did forget to add one important comment--I had hoped the overlays would take full advantage of the efficiencies of form-based codes and allow for more diverse land uses. If I understand correctly, none of the uses changes under the draft proposal and I feel like it's a missed opportunity if the CRA can't be developed more like areas in the historic commercial districts that successfully integrate a variety of uses.	Mr. Yee, you are correct. As mentioned in a previous response, the proposed urban design standards would be adopted as an overlay to the underlying land development regulations, they would not alter allowable land uses. Rezoning would be required to upzone lower density areas to allow for higher densities and mixed uses.
Charles Washington	5.1	I appreciate having the opportunity to comment on the Proposed CRA Overlay District Urban Design Standards and Guidelines. My specific comments and observation are listed below. Overall Report. The overall report is a commendable effort to present both technical and nontechnical information in a manner the average citizen can follow and be informed. However, because this is draft, the report could benefit from careful final editing before the final copy is published. Specifically, attention needs to be given to: 1. The way in which reference is made to information in a table or tables rather than to a table or table number. For example: rather than saying, "Building heights are as assigned by the Table 5.3.1 - 5.3.5 Form Standards," why not consider this instead: "Building heights are as assigned by the Form Standards in Tables 5.3.1 - 5.3.5." (See pages 5, 8, 9, 16, 20, 27, 29, and 30.)	Agreed. We will clarify.
Charles Washington	Tables 5.3.1-5.3.5	The inconsistency found in what is shown in a table illustration and its letter notations and how or if the letter notations are defined in the table legend. For example: in Table 5.3.1 that is to replace Table 12-2.2 the graphic illustration includes notations a, b, c, and d, but the notations in the legend includes letters f, g, and h. Letters f, g, and h are assigned substantive meaning or data, but neither of these notations appears in the illustration in the table. (Typically, drawings and illustrations are referred to as Figures, and tables refer to matrices of data and information.)	Agreed, we will clarify.
Charles Washington	Table 5.3.3	The lack of clarity in the meaning of some of the legend notations beneath tables. For example: it is unclear whether using the convention of the forward slash to separate two numbers is meant to convey a minimum on one side and a maximum on the other side as in the legends under the tables on pages 12 and 14. For example, what does 5 max./15 max., referring to principal building setback, mean on page 12 or 5 max./ 15 max. mean on page 14?	Agreed, we will clarify.
Charles Washington	Table 5.4.1 and Figures 5.6.2 and 5.6.3	Missing Tables or Figures. The draft has several missing (not included) tables or figures. Tables are missing on pages 17 and 18. Figures are missing on page 24.	Thank you for your comments.
Charles Washington	Tables 5.3.1-5.3.5 and Figure 5.6.1	Properly labeling or identifying the contents of a table or tables. See, for example, the table on pages 12, 14, 15, and 23.	Thank you for your comments. We will clarify.
Charles Washington	None Referenced	Substantive Content. 1. Deteriorating and Abandoned Housing. I was very surprised and disappointed that there is not one mention (that I could find) of keeping the CRA area free of deteriorating and abandoned buildings--private residence, commercial building or churches. The absence of such mention is to suggest that the intent is to preserve the area with its historic bight of abandoned and/or deteriorating buildings. This deserves at least a mention if not a policy statement or guideline to prevent such or to eliminate such buildings,	One of the CRA's main purposes is to remove and eradicate blight within the redevelopment areas. We will add a statement to the Intent section of the Overlay establishing that one of the goals of the design standards is to support the removal of blight within the redevelopment areas. The overlay, in and of itself, however cannot remove deteriorating and abandon housing, but it can support redevelopment of such within it's boundaries.
Charles Washington	Section 2, Applicability	Superiority of Standards in Article VIII over any other conflicting Standard or Guideline. While I think I know what is meant by Article VIII, 2.4 under Applicability, there is lack of certainty given the way the provision is stated. Here is what needs clarification. The written statement, not including the Italic text, is "The Design Standards and Guidelines in Section 12-2-82 shall apply. [unless preempted by these standards in Article VIII: CRA Overlay District]. Where a conflict exists between the standards in this Article {VIII: CRA Overlay District, 2.4} and the standards of Chapter 12-6, the standards in this Article [VIII: CRA Overlay District] shall prevail." The insertion of the bracketed article text will eliminate the ambiguity and implicit conflict in the original language.	We will clarify this lanaguage.
Charles Washington	Appendix A, Table 12-2-2	The report provides no justification or rationale for the proposed changes medium density in residential land use district regulations (Table12-2.2). In the absence of a rationale or justification there is no need to make the proposed changes in Minimum Lot Area, Minimum Lot Width, and Front, Side, and Rear Setback Standards. This comment also applies to proposed changes in Standards in tables that are not titled or labeled following Table 12-2.2.	The proposed edits to Table 12-2.2 within Appendix A support the Form Standards contained within Tables 5.3.1-5.3.5, and will be incorporated into these tables, as appropriate.
Charles Washington	Section 8 and 5.1.3	(See: 8, 5.1.3) The criterion for determining or defining a two-story building is ambiguous and can be made clearer by stating how much of a distance above the single-story height requirement is. If the standard were to state by how much the building must exceed the maximum height standard that defines a one-story building, the ambiguity is removed.	We will clarify this lanaguage.

CRA Urban Design Overlay District- City Staff and Community Comments

Charles Washington	5.4.3(a)	The use of the term "elements" in Standard 5.4.3 (a) adds ambiguity unclear because "elements" is not defined and can have many meanings. It is also not defined by its usage here. It needs to be defined or a synonym used.	This term has been removed.
Charles Washington	5.5.1€	Standard 5.5.1(e) proposes a First-Floor elevation of a minimum of nine (9) feet above sea level. Is this a typo? Does this standard apply throughout the CRA area? Nine feet high is quite high.	This standard has been removed.
Charles Washington	5.7	In all instances where on-street parking is required or discussed, there is no caveat that the street must be of a minimum width for this to occur. This is a serious oversight. Many neighborhood streets will not easily accommodate a car parked on the street if owners on both sides of the street utilize on-street parking and enough space remains to allow cars to use the street for normal travel.	Thank you for your comments. On-street parking is encouraged but not required. Standards contained within the Florida Greenbook Chapter 19 address these concerns. The Florida Greenbook Chapter 19 standards are proposed to be adopted as a component of the overlay.
Charles Washington	5.7.3	The notion of a shared parking space for residents living side by side is a good idea if the space is large enough for two cars. If not, how will this work, and why is it a "good" idea?	Minimum driveway width standards have been incorporated for joint driveways.
Charles Washington	6.1.1	I would urge a careful review of the Landscape on Private Property Standards, especially 6.1.1, to make sure what is stated is the intended standard.	Thank you for your comments.
Charles Washington	6.3.5(a)	Standard 6.3.5(a) should be reviewed carefully to make sure that what was intended to be proposed is what is really proposed. I have made many more comments on the reviewed draft, but these are the ones I offer for consideration.	Thank you for your comments.
Jimmie Jarrett	Section 6	Some thoughts for consideration for long term tree viability in the Urban Design Standards for the street trees in the public Right of Way: 1) Is there an alternative to using metal tree grates? Tree grates must be maintained and cut away from the trunk of a tree. The grate needs to be periodically cut to allow for trunk expansion otherwise the grate will strangle and eventually kill the tree.	Yes, there are alternatives to using metal tree grates. The proposed standards allow for planting in tree grates or tree pits which would not required to be cut away with trunk expansion.
Jimmie Jarrett	Section 6	The amount and type of soil used in planting trees will directly affect the tree size and health. Consider option for structural soil or spec the percentage of porous material and organic matter for tree pits.	Thank you for your comments. We will consider.
Jimmie Jarrett	Section 6	To reduce sidewalk and root conflicts, in guidelines mention or suggest using one of several systems that that will limit root and sidewalk conflict. Low cost systems can be as easy as a root deflection system or using 57 stone to create air space under the side walk.	Requirements to install a root barrier system have been included.
Jimmie Jarrett	Section 6	Consider adding an option for cluster planting trees in one large soil area. Tree roots are able to spread out and share soil space. Trees will perform better and grow larger with a bigger shared space rather than being confined to small planting pits.	Language for clustering tree plantings has been included.

PROPOSED

Chapter 12-2. Zoning Districts

Article VIII: CRA Overlay District

[actual location in code to be confirmed]

Urban Design Standards and Guidelines

[draft date: 3/15/18]



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Table of Contents

1.Intent	4
2.Applicability	5
3.Pre-existing Conditions	6
4.Zoning Changes	7
5.Additional Urban Standards & Guidelines	8
5.1. Building Height	8
5.2. Building Orientation	9
5.3. Building Massing	9
5.4. Frontage Types	16
5.5. Building Elements	20
5.6. Building Encroachments	23
5.7. Parking Access, Design & Reductions	26
5.8. Fences and Walls	28
5.9. Windows & Glazing	28
6.Additional Landscape Standards	30
6.1. Landscape on private property	30
6.2. Buffer Yards	30
6.3. Street trees in the public right-of-way	32
7.Additional Thoroughfare Standards	34
7.1. Local Street Design	34
7.2. State Street Design	34
8.Additional Definitions	35

Notes:

*Text in **Blue** relates to specific references within Chapter 12 Land Development Code and Chapter 11 Traffic and Vehicles, of Pensacola's City Code of Ordinances*

*Text in **Red** are internal references (only noted as red for this draft)*

*Text in **Grey** relates to the intent specific to sub-sections*

1. INTENT

- 1.1. The requirements set forth in this Article are intended to:
 - 1.1.1. Preserve and maintain the urban pattern and architectural history of Pensacola's CRA areas, while encouraging new construction that is compatible with that heritage, but also reflective of its time.
 - 1.1.2. Improve the physical appearance of the CRA areas with urban design standards that provide more predictable results in terms of the form and character of buildings.
 - 1.1.3. Support the future growth of Pensacola, to ensure compatible and cohesive land uses, to remain resilient long-term, and to support the goals, objectives and policies of the City's Comprehensive Plan and CRA area master plans.
 - 1.1.4. Coordinate the placement, orientation, and design of buildings to ensure a coherent and walkable streetscape and traditional urban character by creating well-defined street edges with continuous building walls, articulated facades, and architectural features that create visual interest and an attractive pedestrian environment.
 - 1.1.5. Capitalize on opportunities to attract and grow a variety of residential building types, retail, service, and cultural establishments to serve local needs, create regional attractions and a robust economic base.
 - 1.1.6. Enable and encourage mixed-use development within the CRA areas in support of viable and diverse locally-oriented businesses and cultural institutions.

2. APPLICABILITY

- 2.1. These standards shall apply to all new construction, including building additions and renovations within the following three CRA areas:
 - 2.1.1. The Urban Core, excluding all plots within the Special Review Districts;
 - 2.1.2. The Eastside; and
 - 2.1.3. The Westside.
- 2.2. These standards are proposed as an overlay, in addition to all applicable regulations pertaining to the underlying zoning districts. Where a conflict exists between the standards in this Article and the standards of the underlying zoning districts, the standards in this Article shall prevail.
- 2.3. The Design Standards and Guidelines in [Section 12-2-82](#) shall apply. Where a conflict exists between the standards in this Article and the standards of [Section 12-2-82](#), the standards in this Article shall prevail.
- 2.4. Trees/Landscape Regulations in [Chapter 12-6](#) shall apply. Where a conflict exists between the standards in this Article and the standards of [Chapter 12-6](#), the standards in this Article shall prevail.
- 2.5. Modifications to the dimensional requirements of the existing zoning districts are included in [Section 5.3 and Tables 5.3.1-5.3.5 Form Standards](#).
- 2.6. References to sections in this Chapter refer to the Pensacola Code of Ordinances, Land Development Code.
- 2.7. Standards, defined by “shall” are regulatory and new development is required to comply with these standards. Deviations from these standards shall only be permitted by a variance.
- 2.8. Guidelines, defined by “should” are advisory, and new development is encouraged to incorporate them as appropriate in order to enhance and complement the built and natural environment. The intent is to create the highest level of design quality while providing the needed flexibility for creative site design.

3. PRE-EXISTING CONDITIONS

- 3.1. Existing buildings and structures that do not meet the requirements of this Overlay may be occupied, operated, repaired and renovated in the existing non-conforming state.
- 3.2. Existing buildings and structures that do not conform to the requirements of this Overlay may continue in use as they are until a substantial modification is requested, according to Building Code Standards.
- 3.3. The restoration or rehabilitation of an existing building does not require the provision of parking in addition to the existing, if less than six (6) new spaces are required.

4. ZONING CHANGES

- 4.1. Refer to [Appendix A](#) for proposed edits to the Pensacola Code of Ordinances, Land Development Code.
-

5. ADDITIONAL URBAN STANDARDS & GUIDELINES

5.1. BUILDING HEIGHT

Intent: Measuring height in stories rather than feet has numerous benefits which include: a) to provide greater creativity for a natural variety of roof forms; b) to recognize the need of different users, as commercial floor plates are different than residential floor plates; c) to remove the incentive to create short floorplates, and instead encourage more gracious floor-to-ceiling heights for environmental health, without penalizing property owners; and d) to protect the historical proportions of Pensacola's CRA areas.

5.1.1. Building heights are as assigned by the [Tables 5.3.1-5.3.5 Form Standards](#).

5.1.2. Building height is measured as follows:

- a. Building height shall be measured in stories, with the exception of single-family residential, which shall be measured in feet.
- b. Where maximum height is specified, the measurement shall be taken from the average grade of sidewalk adjacent to the site.
- c. Above ground stories are measured from finished floor to finished floor.
- d. Single-family and duplex residential height is restricted to 35 feet, measured as follows:
 - i. To the bottom of the eave for pitched roof buildings; and
 - ii. To the top of the parapet for flat roof buildings.
- e. Height by story for residential buildings, excluding single-family and duplex residential buildings, is limited as follow:
 - i. In R-1AA, R-1A, R-1B, R-2A, and R-NC, R-NCB: above ground story height shall be a maximum 14 feet.
 - ii. Ground floor height shall be a minimum 12 feet.
- f. Height by story for non-residential and mixed-use buildings is limited as follows:
 - i. In R-NC, R-NCB, and R-2: ground floor story height shall be a maximum of 20 feet.
 - ii. In C-1, C-2 and C-3, ground floor story height shall be a maximum of 24 feet.
 - iii. Above ground story height shall be a maximum 14 feet.
 - iv. Ground floor height shall be a minimum 14 feet.
- g. Building height that exceeds the maximum permitted height shall count as two (2) stories.

5.1.3. Parking garages shall not exceed the height of the principal building on the site. Parking garages shall not be constrained by floor to floor height requirements, but stand-alone parking garages shall appear from the street to conform to the number of stories permitted in the zoning district in which it is located.

5.1.4. Exceptions to maximum height:

- a. Towers and loggias may exceed the maximum height, provided their footprint is less than 400 square feet.

5.1.5. Roof pitch:

- a. Gable or hipped roofs shall have a minimum pitch of 6:12 and a maximum pitch of 12:12.
- b. Shed roofs shall have a minimum pitch of 4:12.

5.2. BUILDING ORIENTATION

Intent: Buildings should have their principal pedestrian entrance along a street, pedestrian way or open space, with the exception of entrances off a courtyard, visible from public right-of-ways.

- 5.2.1. Building frontage occupation shall be regulated by the underlying zoning district according to [Tables 5.3.1 to 5.3.5 Form Standards](#).
- 5.2.2. Buildings shall be oriented so that the principal façade is parallel, or nearly parallel to the street it faces for the minimum building frontage requirement specified in the zoning district.
- 5.2.3. Forecourts, courtyards and other such defined open spaces shall count towards minimum frontage requirements.
- 5.2.4. Ground floor units in multi-family residential buildings shall provide landscaping, walls, fences, stoops or similar elements to provide an attractive and private frontage to the building.

5.3. BUILDING MASSING

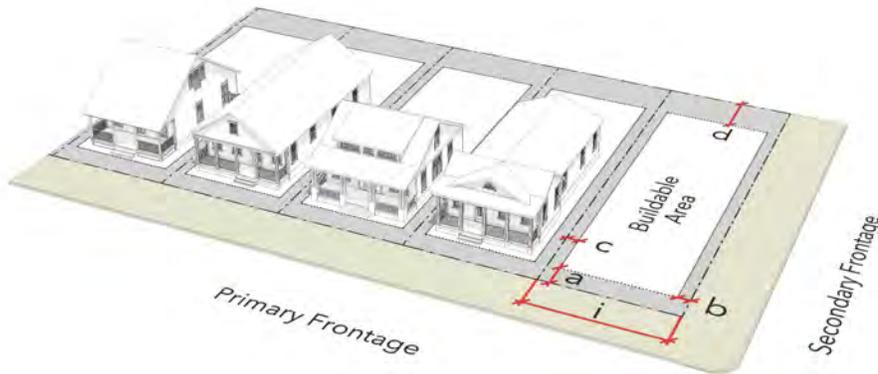
Intent: Buildings should be designed in proportions that reflect human-scaled pedestrian movement, and to encourage interest at the street level.

- 5.3.1. Where provided, multi-family building courtyards shall maintain a minimum width:height ratio of 1:3 in at least one dimension, in order to avoid light well conditions. Courtyards should be wider where possible.
- 5.3.2. The design and façade treatment of mixed-use buildings shall differentiate commercial from residential uses with distinguishing expression lines (such as cornices, projections, banding, awnings, terraces, etc.), changes in fenestration, façade articulation and/or material changes.
- 5.3.3. Townhouses shall distinguish each unit entry with changes in plane, color, materials, front porches, front stoops or railings.
- 5.3.4. All service and loading areas shall be entirely screened from public right-of-ways as follows.
 - a. Equipment shall be screened in such a manner as to be compatible with the character of the building or to minimize its visibility.
 - b. If outdoor storage area is separate from the building it serves, the fence materials are limited to masonry, concrete, stucco, wood, PVC and metal, excluding chain-link.

- 5.3.5. HVAC and mechanical equipment are restricted as follows:
 - a. They are prohibited in frontage yards.
 - b. They shall be integrated into the overall building design and not be visible from adjoining streets and or open spaces.
 - c. Through-wall units or vents are prohibited along street frontages and open spaces, unless recessed within a balcony.
- 5.3.6. Mechanical equipment on a roof shall be visually screened from the street with parapets or other types of visual screens of the minimum height necessary to conceal the same.
- 5.3.7. Roof top parking shall be visually screened with articulated parapet walls or other architectural treatment.

Table 5.3.1: Detached Single-Family & Duplexes (R-1AA, R-1A)

Replaces Table 12-2.2



Setbacks - Principal Building (feet)

a	Front	20 min.
b	Front, Side	5 min.
c	Side (Interior)	5 min.
d	Rear	30 min.

Frontage & Lot Occupation (min.)

Primary	45%
Secondary	40%

Lot Occupation

i	Lot Width	30 ft. min.
	Lot Coverage	50% max.

Building Height (max.)

Principal Building	35 ft. ⁽¹⁾⁽²⁾
Accessory Building	24 ft. ⁽¹⁾

Parking (min.)

Off-street	1/unit
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Density (max.)

	12 du/acre
--	------------

Setbacks - Accessory Building (feet)

e	Front	50 min.
f	Front, Side	5 min.
g	Side (Interior)	1 min.
h	Rear	5 min.

Frontage Yard Types

Standard	Permitted
Shallow	Not Permitted
Urban	Not Permitted
Pedestrian Forecourt	Not Permitted
Vehicular Forecourt	Not Permitted

Facade Types

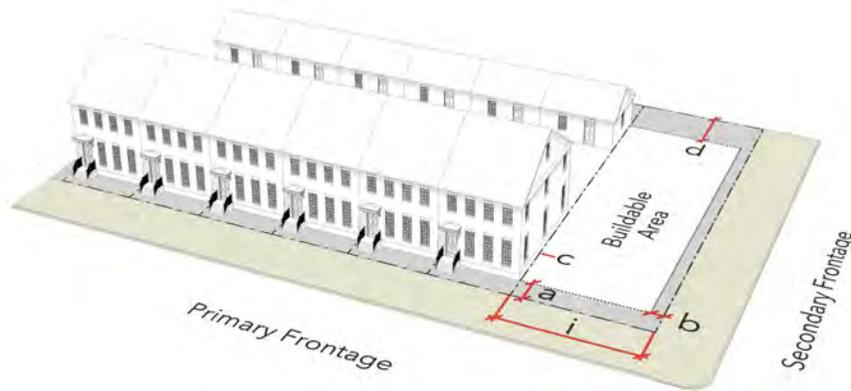
Porch	Permitted
Stoop	Permitted
Common Entry	Not Permitted
Gallery	Not Permitted
Storefront	Not Permitted

Notes:

- (1) Measured according to [Section 5.1.2](#)
- (2) First floor elevation shall be according to [Section 5.6.1](#)

Table 5.3.2: Attached Single-Family (Townhouses) (R-1A, R-1B, R-2A)

Replaces Table 12-2.2 & 12-2.3



Setbacks - Principal Building (feet)

a	Front	8 min.
b	Front, Side	5 min.
c	Side (Interior)	0 or 5 min.
d	Rear	30 min.

Frontage & Lot Occupation (min.)

Primary	60%
Secondary	40%

Lot Occupation

i	Lot Width	16 ft. min. 60 ft. max.
	Lot Coverage	75% max.

Building Height (max.)

Principal Building	45 feet ⁽¹⁾⁽²⁾
Accessory Building	24 feet ⁽¹⁾

Parking (min.)

Off-street	1/unit
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Density (max.)

	18 du/acre
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Setbacks - Accessory Building (feet)

e	Front	50 min.
f	Front, Side	5 min.
g	Side (Interior)	1 min.
h	Rear	5 min.

Frontage Yard Types

Standard	Not Permitted
Shallow	Permitted
Urban	Not Permitted
Pedestrian Forecourt	Not Permitted
Vehicular Forecourt	Not Permitted

Facade Types

Porch	Permitted
Stoop	Permitted
Common Entry	Not Permitted
Gallery	Not Permitted
Storefront	Not Permitted

Notes:

- (1) Measured according to [Section 5.1.2](#)
- (2) First floor elevation shall be according to [Section 5.5.1.e](#)

Table 5.3.3: Neighborhood Commercial & MF Res. (R-NC, R-NCB, R2, C-1)

Replaces Table 12-2.6 & 12-2.7



Setbacks - Principal Building (feet)

a	Front (Com./MF)	5 max. / 15 max.
b	Front, Side (Com./MF)	5 max. / 15 max.
c	Side (Interior)	0 or 5 min.
d	Rear	none

Frontage & Lot Occupation (min.)

Primary	80%
Secondary	50%

Lot Occupation

i	Lot Width	16 ft. min.
	Lot Coverage	75% max.

Building Height (max.)

Principal Building	4 stories ⁽¹⁾
Accessory Building	N/A

Off-street Parking (min.)

Residential	1/unit
Commercial	Per Section 5.7.1

Density (max.)

	24 du/acre
--	------------

Setbacks - Accessory Building (feet)

e	Front	N/A
f	Front, Side	N/A
g	Side (Interior)	N/A
h	Rear	N/A

Frontage Yard Types

Standard	Not Permitted
Shallow	Permitted
Urban	Permitted
Pedestrian Forecourt	Permitted
Vehicular Forecourt	Permitted

Facade Types

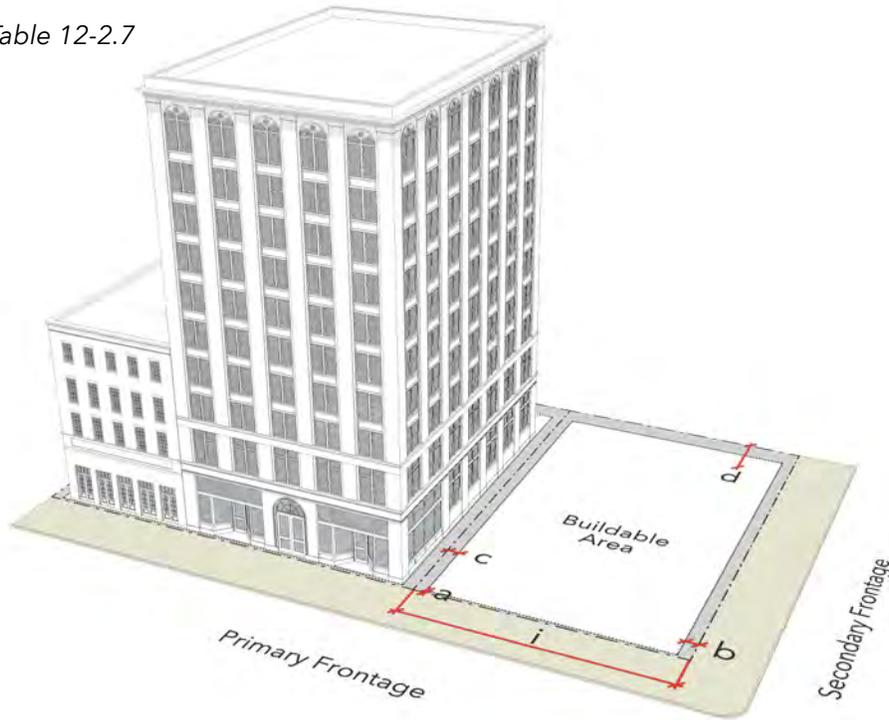
Porch	Not Permitted
Stoop	Permitted
Common Entry	Permitted
Gallery	Permitted
Storefront	Permitted

Notes:

(1) First floor elevation shall be according to [Section 5.5.1.e](#)

Table 5.3.4: Core Commercial & Multi-Family Residential (C-2, *C-3)

Replaces Table 12-2.7



Setbacks - Principal Building (feet)

a	Front (Com./MF)	5 max. / 15 max.
b	Front, Side (Com./MF)	5 max. / 15 max.
c	Side (Interior)	0 or 5 min.
d	Rear	none

Frontage & Lot Occupation (min.)

	Primary	80%
	Secondary	60%

Lot Occupation

i	Lot Width	16 ft. min.
	Lot Coverage	100% max.

Building Height (max.)

	Principal Building	10 stories ⁽¹⁾
	Accessory Building	N/A

Off-street Parking (min.)

	Residential	1/unit
	Commercial	Per Section 5.7.1

Density (max.)

		135 du/acre
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Setbacks - Accessory Building (feet)

e	Front	N/A
f	Front, Side	N/A
g	Side (Interior)	N/A
h	Rear	N/A

Frontage Yard Types

	Standard	Not Permitted
	Shallow	Permitted
	Urban	Permitted
	Pedestrian Forecourt	Permitted
	Vehicular Forecourt	Permitted

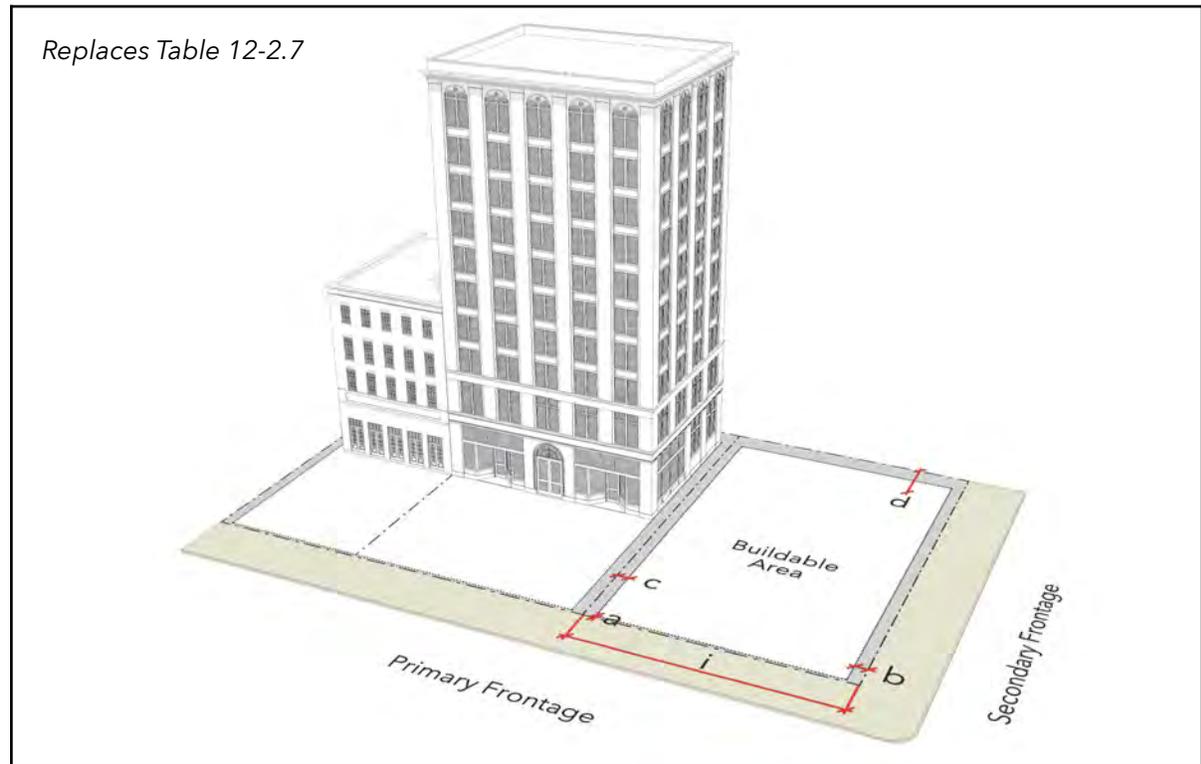
Facade Types

	Porch	Not Permitted
	Stoop	Not Permitted
	Common Entry	Permitted
	Gallery	Permitted
	Storefront	Permitted

Notes:

(1) First floor elevation shall be according to [Section 5.5.1.e](#)

Table 5.3.5: Hybrid Commercial (C-3 along C3C FDOT Context Zone)



Setbacks - Principal Building (feet)

a	Front	60 max.
b	Front, Side	40 max
c	Side (Interior)	0 or 5 min.
d	Rear	none

Frontage & Lot Occupation (min.)

Primary	60%
Secondary	40%

Lot Occupation

i	Lot Width	16 ft. min.
	Lot Coverage	100% max.

Building Height (max.)

Principal Building	10 stories ⁽¹⁾
Accessory Building	N/A

Off-street Parking (min.)

Residential	1/unit
Commercial	Per Section 5.7.1

Density (max.) 135 du/acre

Setbacks - Accessory Building (feet)

e	Front	N/A
f	Front, Side	N/A
g	Side (Interior)	N/A
h	Rear	N/A

Frontage Yard Types

Standard	Not Permitted
Shallow	Permitted
Urban	Permitted
Pedestrian Forecourt	Permitted
Vehicular Forecourt	Permitted

Facade Types

Porch	Not Permitted
Stoop	Not Permitted
Common Entry	Permitted
Gallery	Permitted
Storefront	Permitted

Notes:
 (1) First floor elevation shall be according to [Section 5.5.1.e](#)

5.4. FRONTAGE TYPES

Intent: New buildings proposed for existing neighborhoods with a well-established character should be compatible with or complement the architectural character and siting pattern of neighboring buildings.

Maintaining a consistent street-wall is a fundamental component for a vibrant pedestrian life and a well-defined public realm. Retail buildings closely aligned to the street edge with consistent setbacks, provide a clear sense of enclosure of streets, enabling them to function as pedestrian-scaled outdoor rooms. The placement of buildings along the edge of the sidewalk should be given particular attention as it is that portion of the buildings that is the primary contributor to pedestrian activity.

- 5.4.1. Site and building development is subject to the frontage types and to the urban design guidelines in this Section.
- 5.4.2. Setbacks shall be as follows:
 - a. Buildings shall be set back from site boundaries according to [Tables 5.3.1 to 5.3.5 Form Standards](#).
 - b. Where a maximum setback is specified, it pertains only to the amount of building facade required to meet the minimum frontage occupation requirements of the zoning district.
- 5.4.3. Frontage Yard Types shall be as follows:
 - a. Frontage yards shall be wholly open to the sky and unobstructed, except for roof projections, elements and permitted encroachments attached to principal buildings, accessory buildings, and trees.
 - b. Applicants shall select and specify frontage yard types along frontages from [Table 5.4.1 Frontage Yard Types](#).
 - c. Impervious surfaces and walkways in frontage yards are subject to the requirements of [Table 5.4.1 Frontage Yard Types](#) and the following:
 - i. Where townhouses occupy a common site, each townhouse with an entrance towards a frontage shall have a walkway connecting the sidewalk to the townhouse entrance.
 - ii. At cluster courts, the shared court shall have have a walkway connecting the sidewalk at the primary frontage with building entries.
- 5.4.4. In R-NC, R-NCB, R-2, C-1, C-2, and C-3, any portion of a frontage not occupied by buildings, driveways, or walkways shall be lined with a streetscreen as follows:
 - a. Streetscreens shall meet the fencing and wall standards for the frontage yard type.
 - b. Streetscreens shall be coplanar with the primary building facade or located further into the lot than the facade.
- 5.4.5. Street trees and landscaping in frontage yards shall comply with the requirements of [Section 6](#).

Table 5.4.1: Frontage Yard Types

A. Standard Yard (Fenced or not)	
Illustration	
Surface	50% minimum shall be pervious material. A minimum of one (1) tree is required per Section 6.1. Paving is limited to walkways, and driveways.
Walkways	One (1) per frontage providing access to building entries
Fencing	Permitted along frontage lines, and according to Section 5.8
B. Cluster Court	
Illustration	
Surface	A minimum 50% of the court shall be landscaped with ground cover, trees, or understory trees. Paving is limited to walkways, and driveways.
Walkways	Court shall be a minimum 20 feet wide and a min. 1,000 sq.ft. in size, and shall have a walkway connecting the sidewalk at the primary frontage with building entries.
Fencing	Permitted at or beyond the building setback line, and street frontages not along frontage lines, according to Section 5.8

Table 5.4.1: Frontage Yard Types

C. Shallow Yard

<p>Illustration</p>	
<p>Surface</p>	<p>Maximum setback of eight (8) feet. 50% minimum shall be landscaped in R-1A, and R-1B and up to 100% may be paved in R-NC and R-NCB.</p>
<p>Walkways</p>	<p>1 per frontage providing access to building entries.</p>
<p>Fencing</p>	<p>Permitted interior to the building setback line at primary street frontages. Permitted at or interior to secondary street frontage lines according to Section 5.8.</p>

D. Urban Yard

<p>Illustration</p>	
<p>Surface</p>	<p>Shall be paved at sidewalk grade, trees in grates or in tree pit.</p>
<p>Walkways</p>	<p>Shall be paved at sidewalk grade. Vegetation is permitted in raised containers.</p>
<p>Fencing</p>	<p>Not permitted</p>

Table 5.4.1: Frontage Yard Types

E. Pedestrian Forecourt	
Illustration	
Surface	Minimum 80% paving-at-sidewalk-grade.
Fencing	Permitted at or interior to building setback lines and according to Section 5.8
Area	Forecourt: A minimum 20 ft. wide up to 30% of the allowable frontage, and a maximum 50 ft. deep.
Activation	Shall be lined with habitable space on 3-sides, or on 2-sides at corner sites.
F. Vehicular Forecourt	
Illustration	
Surface	Driveway shall be paved at sidewalk grade. The remainder of frontage setback may be paved or landscaped.
Fencing	Low wall, maximum 24 inches high, of either brick, or stone is permitted.
Area	Forecourt: 4,200 sq.ft. maximum
Activation	Shall be lined with habitable space on 3-sides, or on 2-sides at corner sites.

5.5. BUILDING ELEMENTS

Intent: Buildings should be designed in proportions that reflect human-scaled pedestrian movement, and to encourage interest at the street level.

5.5.1. Building entries shall be as follows:

- a. Building entrances shall be clearly visible from the street.
- b. One (1) building entry shall be provided every 80 feet of facade leading to a habitable space.
- c. Building entries for mixed-use buildings shall differentiate entrances for residential and commercial uses.
- d. Entries for multifamily buildings shall provide protection from the elements with canopies, marquees, recesses or roof overhangs.
- e. Residential building entries at grade are restricted as follows:
 - i. Single-Family residential buildings shall be raised above average sidewalk grade according to [Table 5.5.1 Facade Types](#). Exceptions include:
 - (1) First floor elevation shall be a minimum nine (9) feet above sea level.
 - ii. Multi-family residential buildings shall be raised above average sidewalk grade according to [Table 5.5.1 Facade Types](#). In no instance shall the entry be raised less than 18 inches.
 - iii. Mixed-use and non-residential building entries shall be at sidewalk grade.

5.5.2. Facade Types shall be as follows:

- a. Facades shall be assigned along frontages and are limited by type according to [Table 5.5.1 Facade Types](#).
- b. Projections into setbacks are permitted as follows, but not beyond the property line:
 - i. Roof overhangs, cornices, window and door surrounds and other facade decoration may project up to two (2) feet.
 - ii. Where permitted, shading devices may project into the front setback up to the property line with a minimum eight (8) foot clearance.
 - iii. Balconies may project up to three (3) feet.
 - iv. Bay windows may project up to three (3) feet.
 - v. Porches and stoops may project according to [Table 5.5.1 Facade Types](#).

Table 5.5.1: Facade Types

A: Porch	
Entry Grade	Minimum 18 inches above grade
Requirements	<ul style="list-style-type: none"> • Required at the primary building entrance. • Porches shall be a minimum 6 feet in depth. • Porches and related structures may project into frontage setbacks a maximum 10 feet. • Porch openings shall be vertical in proportion. • Porches shall be a maximum 10 feet in height. Columns should have a diameter between 1/9th and 1/14th their height.
	
B: Stoop	
Entry Grade	Minimum 36 inches and a maximum 48 inches above grade
Requirements	<ul style="list-style-type: none"> • A stoop is required at building entrances, projecting from the facade. • Wood is prohibited for stoop railings. • Stoops and related structures may project into frontage setbacks up to 100%.
	
C: Common Entry	
Entry Grade	Minimum 18 inches and a maximum 24 inches above grade
Requirements	<ul style="list-style-type: none"> • A single collective entry to a multi-family lobby is required at the primary building entrance. • Canopies and awnings are permitted to project into frontage setbacks up to 100% of their depth.
	

Table 5.5.1: Facade Types

D: Gallery	
Entry Grade	At sidewalk grade
Requirements (see section 5.5.3)	<ul style="list-style-type: none"> • Where a gallery occurs, it is required along a minimum of 80% of the frontage. • Encroachments are permitted according to Section 5.6. • Awnings are not permitted in galleries.
	
E: Arcade & Colonnade	
Entry Grade	At sidewalk grade
Requirements (see section 5.5.3)	<ul style="list-style-type: none"> • Where an Arcade or Colonnade occurs, it is required along a minimum of 80% of the frontage. • Encroachments are permitted according to Section 5.6. • Awnings are not permitted in arcades and colonnades.
	
F: Storefront	
Entry Grade	At sidewalk grade
Requirements (see section 5.5.3)	<ul style="list-style-type: none"> • A storefront is required at the primary entrance of the tenant space. • A minimum 70% of the ground floor of a storefront shall be glazing
	

5.5.3. Storefronts

Intent: Retail storefronts should be architecturally articulated through the varied use of high-quality durable materials, display windows, entrances, awnings and buildings signs. Their signage, glazing and doors should be conceived as a unified design.

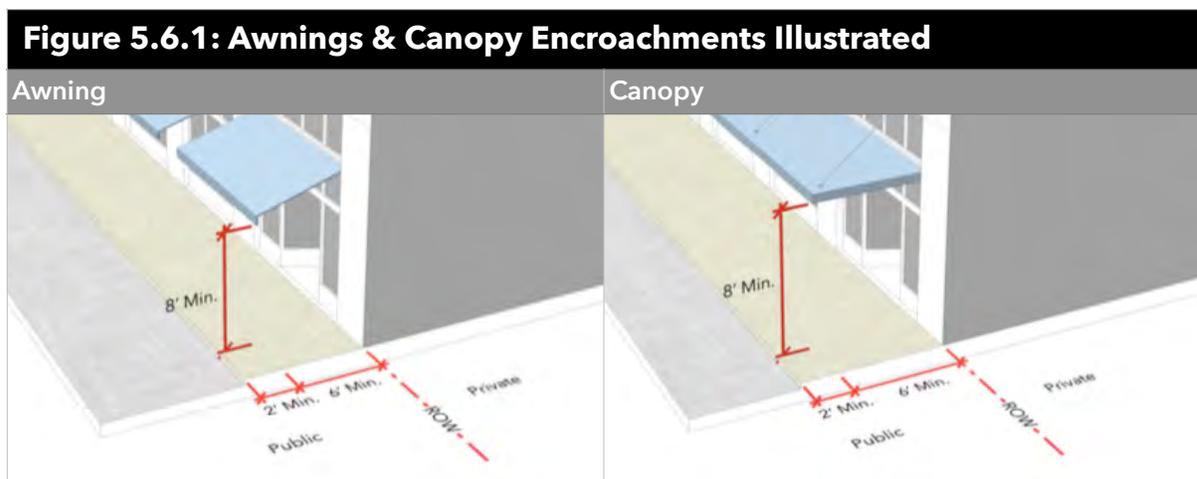
- a. Retail shops shall provide a minimum of 70% glazing (void to solid ratio of surface area along principal facades at the ground level).
- b. Storefronts shall not be constructed of extruded aluminum frames or panels.
- c. Opaque, smoked, and reflective glass on storefront windows shall be prohibited unless used as accent materials.
- d. High-quality, durable materials are especially important at street level within reach of pedestrians. The materials for the retail storefronts shall consist of stone, brick, concrete, stucco, metal, glass, cementitious siding and/or wood. Construction detail and finish shall adhere to craftsman standards.
- e. Outdoor dining areas on sidewalk and public right-of-ways shall be allowed subject to the following standards:
 - i. Outdoor dining areas shall be separated from public walkways and streets using railings, wrought-iron fences, planters, landscaping and other suitable materials; and
 - ii. A minimum unobstructed pedestrian path of at least six (6) feet wide shall be provided along public right-of-ways.

5.6. BUILDING ENCROACHMENTS

5.6.1. When encroachments are within public right-of-ways, they shall meet Public Works clearance standards.

5.6.2. Awnings and canopies are restricted as to as illustrated in [Figure 5.6.1](#) and as follows:

- a. May project into the public right-of-way, up to two (2) feet of the curb.
- b. Awnings and canopies shall be a minimum of six (6) feet in depth and have a minimum of eight (8) feet of vertical clearance.



- 5.6.3. Arcades and Colonnades are restricted according to [Figure 5.6.2](#) and as follows:
- a. Shall be a minimum of eight (8) feet in depth and a minimum of 12 feet in height, maintaining a 1.5:1 to a 2:1 height-to-width ratio, as illustrated in [Figure 5.6.2](#).
 - b. Columns or piers should have a diameter between 1/8th and 1/12th the height, measured from the base to the bottom of the arched opening or the bottom of the entablature, as illustrated in [Figure 5.6.2](#).
 - c. Arcades and Colonnades should encroach into building setbacks.
 - d. Where Arcades and Colonnades encroach over sidewalks, they shall not extend beyond two (2) feet of the curb.
 - e. They should not change height or width along a facade.
 - f. They should align along the length of the block.
- 5.6.4. Galleries are restricted according to [Figure 5.6.3](#) and as follows:
- a. Shall be a minimum of 8 feet in depth and a minimum of 12 feet in height, maintaining a 1.2:1 to a 2:1 height to width ratio, as illustrated in [Figure 5.6.3](#).
 - b. Gallery columns should have a diameter between 1/9th and 1/20th their height, measured from the base to the bottom of the entablature, as illustrated in [Figure 5.6.3](#).
 - c. Galleries should encroach into building setbacks.
 - d. Galleries should encroach over sidewalks.
 - e. Where galleries encroach over sidewalks, they shall not extend beyond two (2) feet of the curb.
 - f. Galleries shall not change height or width along a building facade.

Figure 5.6.2: Encroachment for Arcades & Colonnades Illustrated

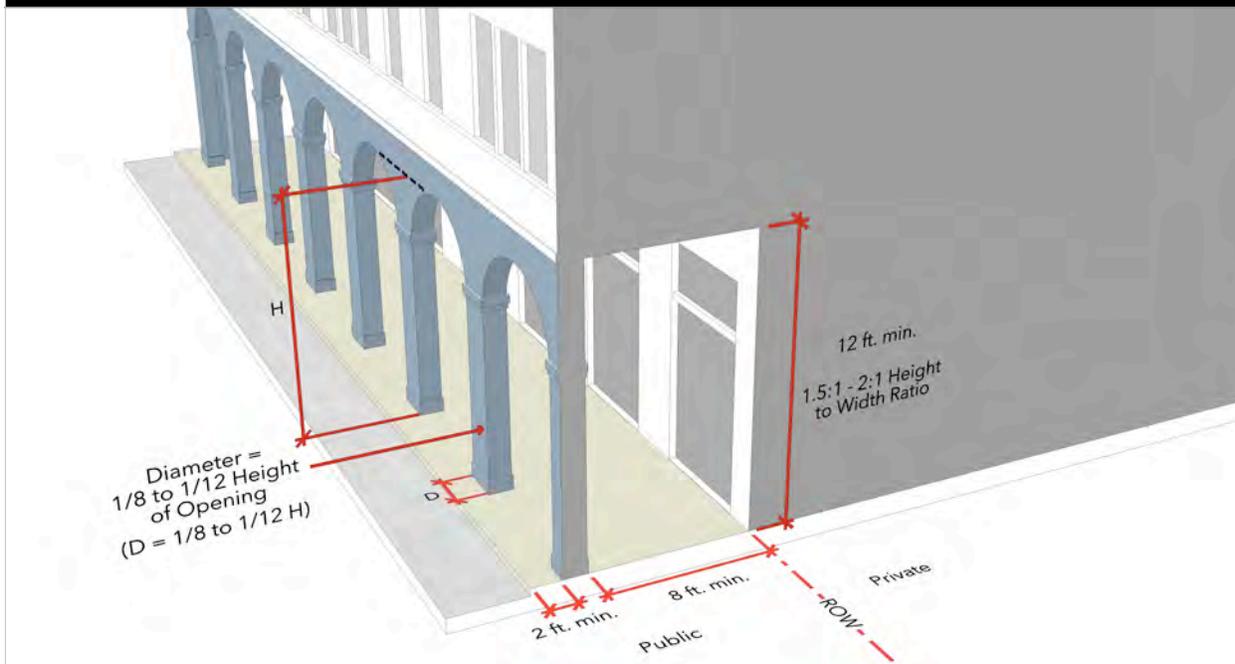
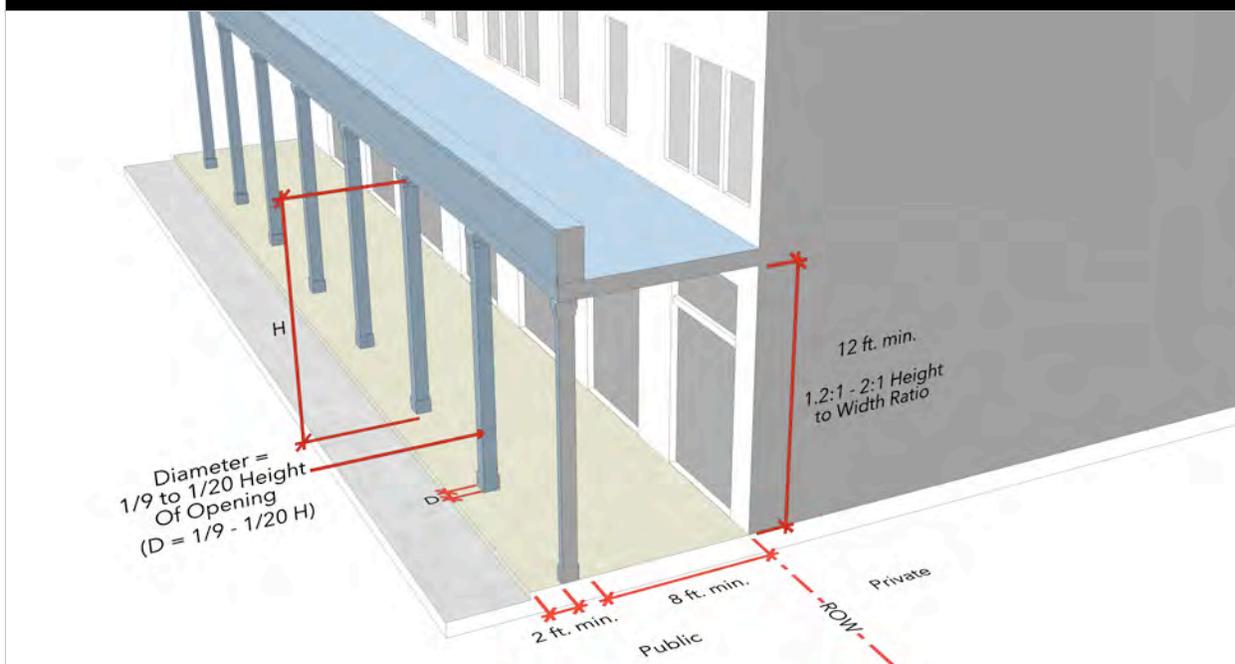


Figure 5.6.3: Encroachment for Galleries Illustrated



5.7. PARKING ACCESS, DESIGN & REDUCTIONS

Intent: The intent of these standards is to guide the placement and design of parking, when it is provided.

Vehicular parking spaces should be carefully integrated to avoid the negative impacts of large surface parking areas on the pedestrian environment. In general, parking supply should be shared by multiple users and property owners to facilitate the ability to “park once and walk”. On-street parallel parking is encouraged on both sides of the street to provide a supply of convenient shared parking, and as a means to provide a protective buffer for pedestrians on the sidewalk. Where surface parking is permitted, it should be hidden or screened from the pedestrian realm by use of garden walls and narrow landscape edges.

Parking garages, where provided, should be lined. They are encouraged to be designed for possible future conversion to other non-parking functions, including office, residential and/or commercial uses.

5.7.1. Minimum parking requirements are as follows:

- a. Parking requirements shall be in accordance with 12-3-1(B).
- b. Shared parking shall be according to 12-3-1(D).
- c. Parking reductions shall be calculated according to Table 12.3-1.
- d. Lots less than 30 feet in width have no minimum parking requirement, except for:
 - i. Lots fronting streets where on-street parking is not permitted.
- e. Lots less than 42 feet wide shall be accessed from a rear lane, where possible. Where not possible, the following exceptions are permitted:
 - i. Parking in the rear of the lot, subject to accessory structure setbacks of their zoning district. Shared driveways are encouraged.
 - ii. A single-car garage, subject to meeting the minimum frontage requirements.

5.7.2. Bicycle parking is required as follows:

- a. Minimum bicycle parking requirements are as follows:
 - i. Bicycle parking is not required for single-family residential or multi-family residential with less than eight (8) units.
 - ii. Bicycle parking requirements shall be according to Table 5.7.1.
 - iii. Bicycle parking locations within the public right-of-ways shall be coordinated with Public Works.

Table 5.7.1: Minimum Required Bicycle Parking

Use	Location	R-NC, R-NCB, R-2, C-1	C-2, C-3*
Multi-family Residential	Primary & Secondary Frontages	minimum 0.25 spaces per unit	minimum 0.5 spaces per unit
Non-residential	Primary & Secondary Frontages	minimum 0.5 spaces per 1,000 square feet	minimum 0.75 spaces per 1,000 square feet

* not adjacent to C3C

- b. Bicycle parking configuration is required as follows:
 - i. Bicycle racks shall not be located within:
 - (1) Five (5) feet of fire hydrants.
 - (2) Four (4) feet of loading zones and bus stop markers.
 - (3) Three (3) feet of driveways and manholes.
 - (4) Two (2) feet of utility meters and tree planters.
- c. Bicycle parking located along private or public streets is subject to the following:
 - i. Bicycle racks installed parallel to curbs shall be set back from the curb a minimum of two (2) feet.
 - ii. Bicycle racks installed perpendicular to curbs shall allow for a minimum clearance of two feet at the curb and six (6) feet of pedestrian way with a 56cm bicycle properly locked to the rack.
 - iii. Bicycle racks should be spaced a minimum of 36 inches apart.
- d. Bicycle racks shall allow bicycle frames to be locked at two points of contact with the rack.

5.7.3. Vehicular parking location is restricted as follows:

- a. Residential: single-family, duplex, and townhouse:
 - i. Off-street covered or garage parking for detached single-family and duplex buildings shall be set back a minimum 20 feet behind the principal building facade.
 - ii. Off-street parking for attached single-family residential shall only be permitted in the rear 50% of the lot.
 - iii. Residential off-street parking, where required, shall be provided within garages, carports or on driveways in residential zoning districts.
 - iv. The minimum distance between two driveways on the same lot shall be 20 feet.
 - v. Tandem parking is encouraged
 - vi. Shared driveways are encouraged
- b. Multi-family residential and all other non-residential buildings:
 - i. Off-street parking shall not be permitted within the front setback area. Exceptions include:
 - (1) Properties which are adjacent to a thoroughfare identified as FDOT C3C Context Zone, shall conform to the Form Standards according to [Table 5.3.5 Hybrid Commercial](#).
 - ii. Off-street parking shall be masked from frontages by liner buildings no less than 24 feet in depth.
 - iii. The ground floor of commercial buildings with a gross floor area less than 1,500 square feet is exempt from parking requirements.

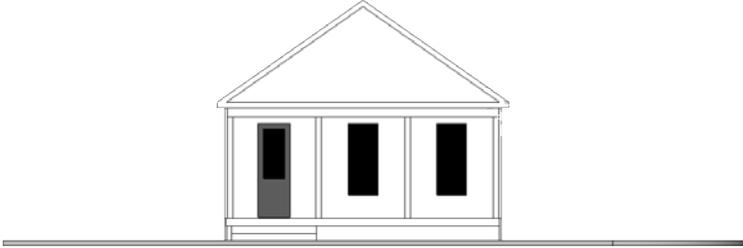
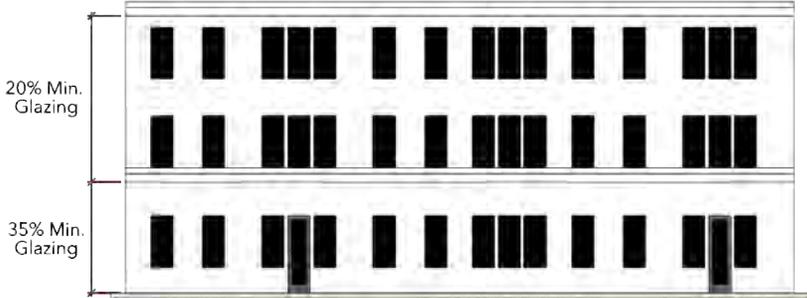
5.8. FENCES AND WALLS

- 5.8.1. Where provided, fences and walls shall provide full enclosure.
- 5.8.2. Fences and walls are restricted according to [Table 5.4.1 Frontage Yard Types](#) and [Required Visibility Triangle Section 12-2-35](#).
- 5.8.3. Height of fences and walls shall comply with the following:
 - a. Height is limited to a minimum 30 inches and a maximum 42 inches within the front setback.
 - b. Height is limited to eight (8) feet beyond the building face at non-frontages.
- 5.8.4. Materials for fences and walls are limited as follows:
 - a. Approved materials include, but are not limited to wood, brick, stone, and wrought iron.
 - b. Vinyl is discouraged on all frontages.
 - c. Chain-link, exposed concrete block, barbed-wire and razor wire are prohibited.
 - d. Wood fences shall be a different 'picket' design to adjacent properties.
 - e. Wrought iron fences shall be painted if the principal building is painted. The use of wrought iron or brick fences shall be in conjunction with buildings which use masonry materials in their construction.
- 5.8.5. Where hedges are utilized along frontages, they shall be maintained at a minimum 30 inches and a maximum 42 inches in height.

5.9. WINDOWS & GLAZING

- 5.9.1. Windows shall meet the following requirements:
 - a. Windows shall be vertical in proportion
 - b. Windows shall have muntins, with the exception of commercial and office.
 - c. Window panes shall be vertical in proportion.
 - d. Single panes of glass shall not exceed 20 square feet, with the exception of commercial and office.
- 5.9.2. Glazing shall meet the following requirements:
 - a. Storefront glazing requirements, according to [Table 5.9.1](#).
 - b. For residential and mixed-use buildings, excluding commercial uses at grade, the percentage of glazed wall area shall be a minimum 20%.
 - c. Stained, reflective or tinted windows are prohibited, except as an accent window.

Table 5.9.1: Glazing Requirements

Residential	
At & Above Grade	Minimum 20% along frontages
	
Multi-Family & Office	
Above Grade	Minimum 20% along frontages
At Grade	Minimum 35% along frontages
	
Mixed-use	
Above Grade	Minimum 20% along frontages
At Grade	Minimum 70% along frontages
	

6. ADDITIONAL LANDSCAPE STANDARDS

Refer to Appendix A for proposed edits to the Pensacola Code of Ordinances, Land Development Code Section 12-2-32. - Buffer yards, Section 12-6 Tree/Landscape Regulations, and Section 11-4-88 Placement of Trees and Poles.

Intent: Supplement the urban canopy, accommodate stormwater, increase access to open space and facilitate pedestrian movement throughout the existing block patterns to meet the urban design goals of the CRA.

A healthy tree canopy contributes to the health of citizens and the environment, and is fundamental to a vibrant pedestrian life and a well-defined public realm. Trees closely aligned to the street edge with consistent setbacks, provide a clear sense of enclosure of streets, enabling them to function as pedestrian-scaled outdoor rooms. The placement of trees along the edge of the sidewalk should be given particular attention as a major contributor to pedestrian activity. Trees and other native plants placed in drainage right-of-ways and parking islands contribute to the control of stormwater quantity and quality.

6.1. LANDSCAPE ON PRIVATE PROPERTY

6.1.1. Landscaping in frontage yards are subject to the requirements of [Table 5.4.1 Frontage Yard Types](#) and the following:

- a. For single-family and duplex lots, one tree for every lot or for every 50 feet of linear 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. If planted, the tree shall be a minimum of three (3) feet from the right-of-way.
- b. Ground vegetation or shrub plantings with spines, thorns, or needles that may present hazards to pedestrians, bicyclists, or vehicles must be maintained a minimum distance of two (2) feet from the edge of walkways.
- c. In single-family and duplex lots, trees shall be protected in accordance with [Section 12-2-10\(A\)\(5\)\(b\)](#).
- d. When off-street parking is located in front or side setbacks, a year-round landscaped hedge or wall along the street edge(s) of the parking lot shall be installed as a means of buffering, according to [Section 12-6-3\(B\)](#).
- e. Hedges planted along street right-of-ways shall be between three (3) and five (5) feet in height at maturity.

6.2. BUFFER YARDS

6.2.1. In addition to the buffer yard requirements of [Section 12-2-32](#) the following shall apply:

- a. Berms shall not be installed as part of a required buffer without review and approval by the City Engineering Department to ensure a proposed berm will not have a detrimental effect on adjacent properties by impeding or diverting stormwater flow.
- b. Berms shall be planted and stabilized to prevent erosion.
- c. Buffer yards may be used to create rain gardens or other stormwater facilities with the selection of appropriate plant material and approval of the City Engineering Department.

- d. Plants in these stormwater facilities shall be selected to meet any applicable buffer yard screening requirements, and they should be tolerant of periodic inundation and drought. It is recommended that native plants be selected from the *Florida Friendly Landscaping Guide to Plant Selection & Landscape Design*, Northern Region, and *Waterwise Landscapes* by the South Florida Water Management District, according to [Table 6.2.1 Bioretention & Rain Garden Plant List](#).

Table 6.2.1: Bioretention & Rain Garden Plant List	
Flowers	
Common Name	Scientific Name
Blue Flag Iris	Iris Hexagona
Cardinal Flower	Lobelia Cardinalis
Chipola Coreopsis	Coreopsis Integrifolia
Goldenrod	Solidago spp.
Swamp Sunflower	Helianthus Angustifolius
Spider Lily	Hymenocallis Latifolia
Swamp Lily	Crinum Americanum
Swamp Milkweed	Asclepias Perennis
Grasses	
Common Name	Scientific Name
Blue-Eyed Grass	Sisyrinchium Atlanticum Bicknell
Florida Gamma Grass	Tripsacum Floridanum
Muhly Grass	Muhlenbergia Capillaris
Path or Soft Rush	Juncus spp.
Rainlily	Zephyranthes spp.
River Oats	Chasmanthium Latifolium
Wiregrass	Aristida Stricta
Shrubs	
Common Name	Scientific Name
Beautyberry	Callicarpa Americana
Buttonbush	Cephalanthus Occidentalis
Virginia Willow	Itea Virginica
Wax Myrtle	Myrica Cerifera

Note: New suggested table to be inserted as Appendix C in Chapter 12-6

6.3. STREET TREES IN THE PUBLIC RIGHT-OF-WAY

[to be administered by Public Works]

- 6.3.1. Street trees shall be provided as specified in [Section 12-6-3](#) except for single-family and duplex, and [Section 6.3.5](#) for all buildings.
- 6.3.2. ROW tree selections and placements shall be reviewed and approved by the city engineer prior to planting.
- 6.3.3. Greenway street tree plantings are required. When planted, they shall be in accordance with [Section 11-4-88](#) and [Section 12-6-3](#) except for single-family and duplex, and [Section 6.3.5](#) for all buildings.
- 6.3.4. Where required trees cannot be reasonably planted, payment in lieu of planting shall be made to a new and dedicated CRA tree planting fund, at the value established in [Section 12-6-6\(B\)\(5\)](#).
- 6.3.5. Street trees shall be planted as follows:
 - a. Trees planted three (3) feet or less from a public sidewalk shall have a minimum clearance of six feet and six inches (6'-6") between the public walking surface and the lowest branches at planting.
 - b. Mature trees shall be maintained at a minimum clearance of eight (8) feet above the public walking surface.
 - c. In greenways six (6) feet or more in width, trees shall be planted three (3) feet from the sidewalk, in those less than six (6) feet, trees shall be planted in the center.
 - d. One (1) tree shall be provided per 35 linear feet of public right-of-way frontage, where no underground utility conflicts exist.
 - e. Where overhead utilities occur, a tree with smaller size at maturity shall be selected.
 - f. Tree selections shall be from [Section 12-6 Appendix B](#). Palm trees are not acceptable for use as street trees.
 - g. Where the greenway is less than three (3) feet wide, between sidewalk and curb, street trees should be planted on the lot, where practical.

- 6.3.6. Commercial and mixed-use buildings shall comply with the following:
- a. Where galleries, arcades or colonnades are not provided, street trees shall be planted, unless in conflict with underground utilities. Where there are overhead utilities, appropriate species from [Section 12-6, Appendix B, Tree Replant List](#) shall be selected.
 - b. Where a gallery, arcade or colonnade is provided, and the greenway that occurs between the sidewalk and the back of curb is less than three (3) feet wide, no street trees are required.
 - c. Where a greenway at least three (3) feet wide occurs between the arcaded sidewalk and the back of curb, and no overhead or underground utilities prevent street tree installation, planting of a columnar variety street tree is required.
 - d. Where paved surface occurs between the arcade and curb, installation of street trees in individual tree pits with tree grates, or linear planters with pervious pavers between several trees, is required.
 - e. Where trees are planted in sidewalk planters, the minimum sidewalk planting pit dimensions shall be four feet by four feet (4' x 4').

7. ADDITIONAL THOROUGHFARE STANDARDS

7.1. LOCAL STREET DESIGN

- 7.1.1. Design of local streets should be guided by the Florida Greenbook, Chapter 19 Traditional Neighborhood Design.
- 7.1.2. Driveway aprons should not be permitted to interrupt sidewalks.

7.2. STATE STREET DESIGN

- 7.2.1. The Context Classification system, as developed by FDOT, should be adopted to identify place and guide streets and other transportation features, to allow transportation to support adjacent land uses.
- 7.2.2. Streets should be classified as one of the following:
 - a. Classification C4-Urban General
 - b. Classification C5-Urban Center
 - c. Classification C3C Suburban Commercial:
 - i. Should be limited to locations adjacent to Industrial areas and commercial areas that are not envisioned to be walkable.
- 7.2.3. The following table equates the Context Classifications with applicable zoning districts.

Table 7.2.1: Zoning to Context Classification Translation	
Context Classification (FDOT)	Zoning Districts
C4 - Urban General	R-1AA
	R-1A
	R-1B
C5 - Urban Center	R-NC
	R-NCB
	C-1
	C-2
	C-3
C3C - Suburban Commercial	C-3
	M-1
	M-2

8. ADDITIONAL DEFINITIONS

Arcade means a series of arches, supported by columns, or piers. Arcades may cover sidewalks and may front retail storefronts.

Building height, *single-family residential*, means the vertical distance of a building measured from the average elevation of the finished grade to the bottom of the eave.

Building height, *multi-family and non-residential*, means the vertical distance of a building measured by stories. The restrictions to story height are according to [Section 5.1](#).

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

Colonnade means a row of columns joined by an entablature. Colonnades may cover sidewalks and may front retail storefronts.

[FDOT] Distinct Context Classifications Zone means classifications, along with functional classification and design speed, determine the corresponding thoroughfare design standards within the Florida Design Manual. (<http://www.fdot.gov/roadway/CSI/files/FDOT-context-classification.pdf>)

Entablature means a horizontal, continuous building element supported by columns or a wall.

Facade, building, means the exterior wall of a building that is set along a frontage line.

Facade Type means the different configurations of building elements that make up a building facade, such as a storefront, porch, etc. [See Table 5.5.1](#)

Frontage line means a property line bordering a public frontage. Facades facing frontage lines define the public realm and are therefore more regulated than the elevations facing other property lines.

Frontage Occupation means the length of the frontage that is occupied by a building.

Frontage Yard Type means the configuration of the area between the facade of the building and the frontage line such as a standard, shallow, cluster court, etc. [See Table 5.4.1](#)

Gallery means a covered sidewalk in front of a retail storefront that supports either a roof or outdoor balcony above.

Habitable Space means building space which use involves human presence with direct view of the enfronting streets or public or private open space, excluding parking garages, self-service storage facilities, warehouses, and display windows separated from retail activity.

Parkway, Greenway, Verge means the planting strip between the edge of the road and sidewalk or right-of-way, which may be used for tree planting. [See Section 11-4-86 through 11-4-88.](#)

Streetscreen means a freestanding wall built along the frontage line, or aligned with the facade. It may mask a parking lot from the thoroughfare, provide privacy to a side yard, and/or strengthen the spatial definition of the public realm.

Chapter 12-2. Zoning District
Article VIII: CRA Overlay District
Appendix A: Code Revisions

We are recommending the following edits to your zoning code, for the CRA areas only, separate to the proposed Urban Design Standards and Guidelines.

Sec. 12-2-81. - Development plan requirements.

(B) *General conditions, procedures and standards.*

(1) *Preapplication conference.* Prior to submitting a formal application for approval of a proposed new development plan or plan for an addition to an existing development, the owners(s) shall request a preapplication conference with the staff of the Department of Planning and Neighborhood Development, engineering department, the Inspection Services Department, the department of leisure services, the traffic engineer, the fire department, the architectural review board, the Escambia County Utilities Authority, and/or other appropriate staff to review:

- (a) The relationship between the proposed development plan and the surrounding Context Classifications, land usage and the Comprehensive Plan of the city.
- (b) The adequacy of the existing and proposed vehicular and pedestrian context, character and right-of-way, utilities and other public facilities and services, which will serve the proposed development.
- (c) The character, design and applicability of the following factors:
 - 1. Traffic control;
 - 2. Walkability and Complete Street character;
 - 3~~2~~. Noise reduction;
 - 4~~3~~. Sign and light control;
 - 5~~4~~. Preservation of open space and visual corridors;
 - 6~~5~~. Police and fire protection;
 - 7~~6~~. Storm drainage;
 - 8~~7~~. Landscaping;
 - 9~~8~~. Fencing and screening; and
 - 10~~9~~. Other matters specifically relevant to the proposed development site necessary to foster desirable living and working conditions and compatibility with the existing environment;

At the time of the preapplication conference, the developer shall provide a sketch plan indicating the location of the proposed development and its contextual relationship to surrounding properties. The advisory meeting should provide insight to both the developer

and the city staff regarding potential development problems which might otherwise result in costly plan revisions or unnecessary delay in development. At this time a decision will be made as to whether the review process will require a separate preliminary and final plan or if they can be combined.

(C) *Contents of the preliminary development plan.*

(2) *Existing conditions, including:*

(b) Zoning districts, Context Classifications, major shopping areas, residential areas, public buildings, rights-of-way, public utilities and other major facilities surrounding the proposed development for a radius of three hundred (300) feet;

(3) *Proposed development.* Preliminary layout showing as applicable:

(b) General location of all existing and proposed off-street parking and loading areas and roadways, by type and complete street design, including expected travel modes and width of right-of-way and paved streets;

(D) *Contents of final development plan.* The final development plan may be on several sheets. However, in that event, an index shall be provided. For a large project, the final development plan may be submitted for approval progressively in contiguous sections satisfactory to the planning board.

(2) *Existing conditions.* The same information as required in paragraph (B)(2) shall be provided with the addition of the following detailed information:

(a) Existing streets, both on and within three hundred (300) feet of the proposed development, shall be described including:

1. Street names;
2. Right-of-way width of each street;
3. Parking design, on-street and off-street;
4. Medians and median cuts locations.

(3) *Proposed development.* The same information as required in paragraph (B)(3) shall be provided with the addition of the following detailed information:

(b) Location of existing and proposed land uses and exact locations of all existing and proposed improvements including:

1. Buildings and structures;
2. Curb cuts;
3. Driveways and interior drives;
4. On-street and ~~o~~ff-street parking and loading;
5. Storage facilities;
6. Proposed roadways, by type and by Context Classification, including width of right-of-way and paved streets; and
7. Traffic control features and signage.

(g) Design for Walkability based on area's Context Classification;

Sec. 12-2-82. - Design standards and guidelines (for the CRA areas).

(A) *Purpose.* The requirements set forth in this subsection are intended to coordinate land development in accordance with orderly physical patterns; to implement goals, objectives and policies of the Comprehensive Plan; to provide for adequate access to building sites for ingress and egress; to achieve context based Complete Streets; to improve the physical appearance of the city, and; to preserve the environmental character of the city.

(C) *Design standards.* Except where specific approval is granted by the city engineer and city planner due to unique and peculiar circumstances or needs resulting from the size, configuration or location of a site requiring a modification of the standards as set forth below, the minimum standards shall be as follows:

(1) *Streets and rights-of-way.* Whenever public or private streets, rights-of-way, pedestrian ways, bikeways or driveway approaches are to be constructed as part of any development after the effective date of this chapter, they shall be designed in accordance with the requirements of this paragraph. Whenever existing public or private streets, rights-of-way, pedestrian ways, bikeways or driveway approaches abutting a development do not meet the requirements of this paragraph, the city engineer may require that they be improved to conform to these requirements.

(a) Driveway approaches and curb cuts.

1. Width (residential except multifamily). In properties developed for residential use (except multifamily), curbcuts and driveway approach shall conform to the following requirements:

	Minimum Driveway	Maximum Driveway
Driveway	12 <u>10</u> feet	24 <u>20</u> feet
Joint-use driveway	20 <u>10</u> feet	24 <u>22</u> feet

2. Width (residential multifamily). Properties developed for residential multifamily use shall have curbcuts for driveways not ~~less~~ more than twenty-four (24) feet wide ~~and not more than forty (40) feet wide.~~
3. Width (nonresidential). Properties developed for commercial use shall have curbcuts for driveways not less than twelve (12) feet nor more than ~~forty~~ twenty-four (40/24) feet wide.
5. Spacing. Where more than one (1) curbcut is to be located on any single property, the minimum distance between such curbcuts on local streets shall be forty-two (42) feet, and on all arterial and collector streets shall be in accordance with the requirements set forth in subsection (2) below. Exceptions shall be permitted for individual lots, less than forty-two (42) feet wide.

- (d) Street improvements. All streets and public ways shall be paved and curbed in accordance with standards established by the city engineer, including context based Complete Streets and the following requirements:
1. Additional improvements for existing thoroughfares. Where any existing arterial or collector lying within or abutting a proposed development requires construction of ~~additional~~ a different number of lanes or other improvements to meet the standards of the city engineer, the amount of construction required (or money escrowed) for such improvements shall be commensurate with the impact of the proposed development.
 2. Missing arterial or collector links. Where there are missing segments in the arterial or collector system or new arterials or collectors are to be constructed which are context based and designated in the Comprehensive Plan, such segments lying within or abutting the proposed development shall be improved (or money escrowed in an appropriate manner) by the developer along with other required improvements. Where such construction creates an undue hardship in a particular case, appeals are available in accordance with chapter 12-13.
 3. Traffic control devices. context based Intersection improvements and traffic control devices such as acceleration, deceleration, and turning lanes, signalization devices, and other traffic control devices required by the development shall be installed at the developer's expense in accordance with the State of Florida Manual for Uniform Traffic Control Devices, ~~and the latest adopted Florida Greenbook.~~
 4. Improvements required to nearest acceptable paved public street. Each development shall abut, or have as its primary access, a street improved to the minimum context based requirements of the city engineer. Wherever the abutting street does not meet these requirements, the developer shall construct the street where it abuts the development and to the nearest structurally acceptable paved public street as determined by the city engineer.
- (e) Sidewalks. Sidewalks shall be required on all street frontages in residential, nonresidential, commercial and industrial developments in accordance with context based standards established by the city engineer.
- (2) *Driveway and curbcut design along arterial and collector streets.* Recognizing that the traffic movement function of arterial and collector streets can be compromised by the provision of unlimited access to individual properties. Whenever any building site will require vehicular access from an arterial or collector street as designated on the city's adopted Future Traffic Circulation Map, the development shall be designed in accordance with the Context classification and the requirements of this paragraph.
- (a) Driveways and curbcuts. In addition to any applicable driveway approach and curbcut requirements of subsection (1) above, the following standards shall apply:

1. Curbscut spacing. The minimum distance between curbcuts on any one block face, shall be context based and whether or not such curbcuts are located on the same property, shall be based upon the posted speed of the thoroughfare, in accordance with the following schedule:

Posted Speed	Minimum Spacing
30 Mph	125 ft.
35 Mph	150 ft.
40 Mph	175 ft.
45 Mph	200 ft.
50+ Mph	250 ft.

Curbcuts in areas with Context Classifications C-4 or greater shall be designed for greatest walkability with posted speeds that may be 15, 20 or 25 mph.

2. Spacing reductions and joint-use driveways. Where the existing configuration of properties and curbcuts in the vicinity of the building site precludes spacing of a curbscut access in accordance with the schedule above, the city engineer shall be authorized to reduce the spacing requirement if he finds that all of the following conditions have been met: wherever feasible, the city engineer shall require the establishment of a joint-use driveway serving two (2) abutting building sites, with cross-access easements provided; the property owner shall agree to close and eliminate any pre-existing curbcuts on the building site after the construction of both sides of the joint-use driveway; and where feasible, the building site shall incorporate unified access and circulation in accordance with the requirements of subsection (2)(a)3. below.
 3. Unified access and circulation. The planning director, in coordination with the city engineer, shall be authorized to designate context based cross-access corridors on properties adjacent to arterial or collector streets. Such designation may be made in connection with the approval of any site plan within the affected area, or as part of an overall planning program. The planning director, in coordination with the city engineer, shall be authorized to modify the requirements of this subparagraph where he finds that abutting properties have been so developed that it is clearly impractical to create a unified access and circulation system within part or all of the affected area.
- (3) *Public facilities.* All developments shall be provided with sufficient, context based utility easements including potable water, sanitary sewer, electric power and light, telephone, natural gas, cable television, and any other franchised utilities, including access for maintenance. Sufficient easements shall be provided for stormwater management facilities, including access for maintenance. Based on the unique character of each Context Classification, Aall public and private street networks and parking lots shall be designed to allow easy access for solid waste disposal and emergency service vehicles. In addition to new development, any remodeling, enlargement, reconstruction or redesign of any existing building site for specific uses and within the Gateway Redevelopment District and the resource

protection overlay districts shall require submittal of a drainage plan to ensure that stormwater management requirements are met pursuant to chapter 12-9 of this title.

(7) *Parking.*

- (a) The city discourages construction of more than the minimum number of parking spaces required by this title, ~~in order so~~ that more natural vegetation may be preserved, greater walkability design might be achieved and ~~in order~~ to control stormwater runoff in a more natural manner. Parking in excess of more than ten (10) spaces or ten (10) percent (whichever is greater) above the parking total dictated by chapter 12-3 will require an administrative waiver as described in subsection 12-2-82(C) of this section.

Site design should minimize the impact of automobile parking and driveways on the pedestrian, complete street environment, adjacent properties and pedestrian safety.

- (c) The following are some examples of techniques used to minimize the impacts of driveways and parking lots.

1. Locate surface parking at the rear or side of the zoning lot.
2. Break large parking lots into multiple smaller ones.
3. Minimize the number and width of driveways and curb cuts.
4. Share driveways with abutting zoning lots.
5. Locate parking in less visible areas of the site.
6. Locate driveways so they are visually less dominant.
7. Provide special pavers or other surface treatments to enhance and separate pedestrian areas from vehicle maneuvering and parking areas.
8. Off-street parking located along a commercial street front where pedestrian traffic is desirable lessens the attractiveness of the area to pedestrians and compromises the safety of pedestrians along the street. On-street parking enhances walkability for urban Context Classification areas (C4 to C6) and is strongly encouraged. On-site (off-street) surface parking on a commercial street front should be minimized and where possible should be located behind a building.

- (9) *Non-residential site lighting.* Non-residential and multiple-family developments, shall be designed to provide safe and efficient lighting for pedestrians and vehicles. Lighting shall be designed in a consistent and coordinated manner for the entire site (including outparcels). Lighting shall be designed so as to enhance the visual impact of the project and/or should be designed to blend into the surrounding landscape. Lighting design and installation shall ensure that lighting accomplishes on-site lighting needs without intrusion on adjacent properties and shall meet the following design requirements:

- (a) Fixture (luminaire). When feasible, the light source shall be completely concealed within an opaque housing and shall not be visible from any street right-of-way or adjacent properties.
- (b) Light source (lamp). Only florescent, LED, metal halide, or color corrected high-pressure sodium may be used. The same light source type must be used for the same or similar types of lighting on any one site throughout any development.

(c) Mounting. Fixtures shall be mounted in such a manner that the maximum candela from each fixture is contained on-site and does not cross any property line of the site.

(d) Height. Pole mounted street lighting shall be pedestrian scale with a maximum of 16 feet within Context Classification areas C4, C5 and C6.

(d) Limit lighting to periods of activity. The use of controls such as, but not limited to, photocells, occupancy sensors or timers to activate lighting during times when it will be needed may be required by the director of community development, or their designee, to conserve energy, provide safety, and promote compatibility between different land uses.

(D) *Design guidelines.* Most development in the city is located on infill or redevelopment sites; therefore, projects should take their surroundings and context into account. These recommended design guidelines are intended as suggested methods to improve the character and fit of new development and to encourage respect for how architecture, landscape features, and public improvements help establish context, and steadily improve the quality of the city's residential and commercial neighborhoods. These guidelines are intended for designers and developers to look closely at the context and area surrounding their specific project and create developments that enhance and complement the built and natural environment. The design guidelines are flexible in their application and maybe applied to specific projects during review by city staff and any applicable review board(s). The intent is to create the highest level of design quality while providing the needed flexibility for creative site design. Use of the following design guidelines is a means for addressing urban design, aesthetic and environmental concerns in the development process.

(2) Building design and architectural elements. The placement of buildings should respond to specific site conditions and opportunities such as irregular-shaped lots, location on prominent intersections, views, or other natural features. On-site surface parking should be visually minimized and where possible should be located behind a building. Site characteristics to consider in building design include, but are not limited to, the following:

(f) The placement and orientation of buildings ~~should~~ shall be context based, according to the adopted Context Classification areas and also acknowledge and reinforce the existing desirable spatial characteristics of the public right-of-way. For example, a multi-story mixed use building proposed for a C5 and C6 Classification, downtown corner zoning lot ~~shall~~ reinforce the existing streetscape by utilizing the ground level for pedestrian oriented retail and restaurants and maintaining a consistent building edge abutting the sidewalk.

(g) Building entrances should be clearly visible from the street. Using entries that are visible from the street makes a project more approachable and creates a sense of association with neighboring structures.

(h) New development and redevelopment in Context Classifications C4, C5 and C6 ~~shall~~ be sited and designed to encourage human activity on the street. To accomplish this end, entrances, porches, balconies, decks, seating and other elements can be designed to promote use of the street front and provide places for human interaction. For example, for commercial developments such elements can include shop front windows, outdoor seating/dining, rooftop decks, balconies, and canopies that protect pedestrians from the elements.

(i) Development projects in that area adjacent to a less-intensive zoning district with differing development standards, may create substantial adverse impacts that result from inappropriate height, bulk and scale relative to their neighbors. Careful siting and design

treatments can help mitigate some height, bulk and scale impacts; in other cases, actual reduction in the height, bulk and scale of a project ~~are advisable to adequately can~~ mitigate adverse effects. In some instances, careful, context based siting and design treatment may be sufficient to achieve reasonable transition and mitigation of height, bulk and scale differences. Some techniques for achieving compatibility are:

3. Location of features in Context Classification C3, on-site to facilitate transition, such as locating required open space on the zone district edge so the building is located farther from the lesser intensity zone district. In Classifications C4 and higher, walkability between varying land uses should guide site design.
 4. In a mixed-use project, siting the more compatible use(s) near the zone district edge, while designing for high degrees of walkability.
- (k) Architectural context. New buildings proposed for existing neighborhoods with a well-defined and desirable character should be compatible with or complement the architectural character and siting pattern of neighboring buildings.
2. In cases where an existing architectural context is either not well defined, or may be undesirable, a well-designed new project has the opportunity to establish a pattern or identity that future redevelopment can build on.
- (3) Human scale. The design of new buildings should incorporate architectural features, elements and details that achieve a desirable human scale through the use of human-proportioned architectural features and site design elements clearly oriented to higher walkability and other human activity. Building elements that may be used to achieve human scale are as follows:
- a. In Context Classifications C4 and greater, pPedestrian-oriented storefront windows and doors shall directly faceing the street or publicly accessible open space such as courtyards, gardens, patios, or other unified landscaped areas.

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

Table 12-2.2

Standards	R-1AAA	CRA R-1AA		
		SF	SFA Duplex	SFA TH
Maximum Residential Gross Density	4.8	8.7	11.6 14	11.6 18
Minimum Lot Area	9000-sf	5000-sf	7500-sf	3750-sf
Lot Width at Minimum Building Setback Line	75 ft	40 ft	60 ft	30 ft
Minimum Lot Width at Street ROW Line	50 ft	40 30 ft	50 30 ft	25 16 ft
Front Setback (max.)	30 ft	30 20 ft		30 8 ft
Side Setback (min.)	7.5 ft	5 6 ft		0 or 5 6 ft
Rear Setback (min.)	30 ft	5 30 ft		
Off-Street Parking (Space / unit) (min.)		1		1 2
Maximum Building Height	35 ft	45 35 ft		

Table 12-2.2

Standards	CRA R-1A		
	SF	SFA Duplex	SFA TH
Maximum Residential Gross Density	12.4	17.4	17.4 2418
Minimum Lot Area	3500-sf	5000-sf	2500-sf
Lot Width at Minimum Building Setback Line	30 ft	50 ft	25 ft
Minimum Lot Width at Street ROW Line	30 ft	50 30 ft	25 16 ft
Front Setback (max.)	20 ft		20 8 ft
Side Setback (min.)	5 ft		0 or 5 5 ft
Rear Setback (min.)	25 5 ft		
Off-Street Parking (Space / unit) (min.)	1		2 1
Max. Building Height	35 ft	35 45 ft	

Table 12-2.3

Standards	CRA R-1B		
	SF	SFA Duplex	SFA TH
Maximum Residential Gross Density	8.7	11.6 <u>17.4</u>	17.4 <u>24</u>
Front Setback (max.)	10 ft	10 <u>8</u> ft	
Side Setback (min.)	5 ft	5 <u>0 or 5</u> ft	
Rear Setback (min.)	10 ft	10 ft (5)	
Off-Street Parking (Space / unit) (min.)	1		1 <u>2</u>
Max. Building Height (max.)	45 ft.		
Lot Coverage Requirements (Res. SF, Duplex, TH)	50% max.	50 <u>75</u> % max.	
Lot Coverage Requirements (Other)	1-4 Stories 5-7 Stories 8-9 Stories	30% 25% 20%	

Sec. 12-2-7. - Residential/neighborhood commercial land use district.

Table 12-2.6

Standards	CRA R-NC	
	Within 100 ft of SF District	Over 100 ft of SF District
Max. Building Height	35 <u>4</u> Stories	45 ft
Front Setback (max.)	5 <u>15</u> ft	15 <u>10</u> ft
Side Setback (min.)	0 - 5 <u>5</u> ft	5 ft
Rear Setback (min.)	15 <u>None</u>	10 ft
Lot Coverage Requirements (Res. SF, Duplex, TH) (max.)	75 <u>50</u> %	
Lot Coverage Requirements (Other)	1-4 Stories 5-7 Stories 8-9 Stories	30% 25% 20%
Max. Floor Area for Uses Under 12-2-7	4000 sf	

Sec. 12-2-8. - Commercial land use district.

Table 12-2.7

Standards	C-1	C-2A	<u>CRA</u> R-C, C-2, C-3
Setbacks	N/A / 20 ft near res	Max. 10 ft	N/A / 20 ft near res <u>(15 max.)</u>
<u>Lot Width (min.)</u>			<u>16 ft.</u>
<u>Front Setback (max.)</u>			<u>5 / 15 ft.</u>
<u>Side Setback (min.)</u>			<u>0 / 5 ft.</u>
<u>Rear Setback</u>			<u>None</u>
Max. Building Height	45 ft		100 ft <u>10 stories</u>
Lot Coverage	70% up to 100 ft bldg height 65% over 100 ft bldg height	100% up to 100 ft bldg height 90% over 100 ft bldg height <u>100% max.</u>	100% up to 100 ft bldg height 90% over 100 ft bldg height Outside of dense business area: 75% put to 100 ft bldg height 65% over 100 ft bldg height
Max. MF Density	135 du/ac	135 du/ac	135 du/ac Outside dense business area: 35 du/ac

CHAPTER 12-6. TREE/LANDSCAPE REGULATIONS^[4]

Sec. 12-6-1. - Purpose.

The purpose of this chapter is to establish protective regulations for trees and landscaped areas within the city, and to provide for the planting of Street Trees and Lot/Shade Trees for new residential or non-residential development. Such areas preserve the ecological balance of the environment, control erosion, sedimentation and stormwater runoff, provide shade and reduce heat and glare, abate noise pollution, and buffer incompatible land uses. The intent of this chapter is to encourage the preservation of existing trees, and to increase the tree canopy to develop a more walkable community. It is critical that a balance be maintained between developed areas and natural/landscaped areas with appropriate existing and/or newly planted trees and other vegetation. The intent is also to provide for the future of our citizens through maintaining vital vegetative species that will reproduce for future generations.

Sec. 12-6-2. - Applicability.

- (C) *Exemptions.* All single-family and duplex uses are exempt from the provisions of this chapter, except as provided for in sections 11-4-86 through 11-4-88 (parkways), section XX (frontage yards), section 12-2-35 (visibility triangle), section 12-2-32 (buffer yards), subsection 12-6-2(D) (heritage trees) and subsection 12-6-6(D) (new subdivisions). The C-2A downtown retail commercial district is exempt from the provisions of this chapter, except as provided for in subsections 12-6-6(A), (E), (F), and (G). 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 subsections 12-6-6(A), (C), (E), (F), and (G). 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.
- (E) *DBH.* All tree measurements for existing trees 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

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 of this chapter:

- (A) *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-1, C-2 , C-3, M-1, M-2	20-15
SSD, ATZ-1, ATZ-2	25

- (B) *Off-street parking and vehicle use areas.* Off-street parking regulations apply to all parking facilities of twenty (20) spaces or more. Off-street parking facilities and other vehicular use areas shall meet the following requirements:

- (1) *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 12-6-3(A), above. Exemptions from the ten-foot wide strip only shall be permitted for R-NC, R-NCB, C-1 and C-2 zones.

APPENDIX B TREE REPLANT LIST

A. Small Trees:	
7.	Glossy Privet (<i>Ligustrum lucidum</i>) CAT 1 INVASIVE – REMOVE -www.fleppc.org

Sec. 12-2-32. - Buffer yards.

TABLE 12-2.11 RECOMMENDED VEGETATION LIST FOR BUFFER YARD VISUAL SCREEN

Thorny elaeagnus (<i>Elaeagnus pungens</i>) CAT II INVASIVE – REMOVE -www.fleppc.org
--

Sec. 11-4-88. - Placement of trees and poles.

In greenways of a width of six (6) feet or more, poles and trees shall be planted three (3) feet from the sidewalk, in those less than six (6) feet, trees must be planted in the center. [See section 12-6 \(D\) Greenway / Street tree planting requirements. \(6.4 Street trees in the public right-of-way\)](#)

DRAFT

WARNING: The Pensacola City Council and Community Redevelopment Agency are poised to pass a design overlay in your CRA district next week which will control what you can and cannot do with your property. These new, aesthetic requirements increase construction costs and make housing less affordable. I have spoken with many property owners in the CRA district who were unaware of the consequences of these new requirements and object to this taking of their property rights. A link to the CRA overlay follows for your review: https://www.cityofpensacola.com/DocumentCenter/View/16133/Proposed-Ordinance_092718_w-markup

If you oppose the new CRA Urban Design Standards Overlay requirements we need your help. Please attend one or all of the following meetings:

Community Redevelopment Agency Meeting

Monday, October 8, 2018 at 3:31 pm (following City Council Agenda Conference), Hagler Mason Conference Room, Pensacola City Hall, 222 W Main Street, Pensacola FL 32502

City Council Public Hearing/1st Reading

Thursday, October 11, 2018 at 5:30 pm, Council Chambers, Pensacola City Hall, 222 W Main Street, Pensacola FL 32502

City Council 2nd Reading/Adoption

Thursday, November 8, 2018 at 5:30 pm, Council Chambers, Pensacola City Hall, 222 W Main Street, Pensacola FL 32502

The most important meeting to attend and voice objections will be the CRA meeting on Monday, October 8th. Show up when you can, even after 5 PM. If possible, please also contact your City Council members, as well as the Mayor, in advance of the meeting. They can be reached at 435.1609. Their email addresses can be found at <https://www.cityofpensacola.com/507/Council-Members> and <https://www.cityofpensacola.com/134/Office-of-the-Mayor>.

This information can also be found at the following link:

<http://guntherproperties.com/sites/default/files/property/flyer/Urban%20Guidelines%20Overlay%20announcement.pdf>.

Please contact me at 850.433.0666 or at fred@guntherproperties.com with any questions.

Sincerely,
Fred Gunther

Fred Gunther
503 E. Government Street
Pensacola, FL 32502

PRSR1 STD
US POSTAGE
PAID
EVERGREEN
32501

44009 0000826 SCH 5-DIGIT 32503
BISHOP BETTY J
212 N A ST
PENSACOLA, FL 32502-3606





October 4, 2018

Mr. Gerald Wingate
City Council President
222 W. Main St., Third Floor
Pensacola, Florida 32502

RE: Proposed CRA Urban Design Overlay

Council President Wingate,

There are two troubling problems with our proposed CRA overlay:

- 1.) **Major changes were made this week to the CRA Overlay and the revised document is not being sent to the City's Planning Board for review and citizen input in advance of the City Council meetings.** As a property owner within the CRA districts, I have asked several times for citizens to have the ability to opt-out of this overlay or for citizens with projects currently in process to be grandfathered. My requests have been denied, but now the City has allowed a large section of the Urban Core CRA to suddenly opt-out of the overlay. I applaud these citizens for getting themselves removed, but simply removing powerful and well connected citizens from the overlay, while not allowing others to do so, grants them a special privilege. In addition, forcing these requirement on areas of the City where the residents do not have the free time to fight them and upon those least able to afford them, should not be a strategy used by our City. City staff should not have the ability to take a change in the Land Development Code to the Planning Board, obtain a recommendation for City Council to approve, then substantially change the document before it is presented to City Council for approval. Allowing this to happen eliminates any discussion and citizen input on the changes until they are actually presented for approval at the City Council/CRA meeting, which in this case is next week. Regardless, I and others should have a

GUNTHER PROPERTIES, LLC
503 E GOVERNMENT STREET
PENSACOLA, FL 32502

P 850.433.0666

www.guntherproperties.com

"Are variance requests permitted under the proposed standards?"

Yes, variance requests are permitted. These requests would follow the standard City procedure described under Section 12-12-2 of the City of Pensacola Land Development Code (LDC)."

This statement is misleading, as variance requests are permitted for certain overlay requirements but for many overlay requirements, variance requests will not be permitted. Based upon the above representation alone, this overlay should not move forward to the CRA or City Council for a vote next week. No action should be taken related to this overlay until City staff has fully reviewed the document and issued a comprehensive, binding written opinion disclosing which of the Overlay requirements are not eligible for a variance. If possible, the opinion should be reviewed by the Florida Attorney General's office as well and if approved, made available for public review. At that point, the revised CRA Overlay should go back to Planning Board for a recommendation to Council.

As always, I appreciate your time and consideration and welcome any questions or comments.

Sincerely,



Fred Gunther

CC: Ms. Sherri Myers, Council Vice President
Mr. Larry Johnson, Council Member
Mr. Brian Spencer, Council Member
Mr. Andy Terhaar, Council Member
Mr. P.C. Wu, Council Member
Ms. Jewel Cannada-Wynn, Council Member
Mr. Ashton Hayward, Mayor
Mr. Keith Wilkins, City Administrator
Ms. Lysia Bowling, City Attorney
Ms. Sherry Morris, Planning Services Administrator
Ms. Brandi Deese, Assistant Planning Services Administrator
Ms. Ericka Burnett, City Clerk
Ms. Helen Gibson, CRA Administrator
Ms. Victoria D' Angelo, Assistant CRA Administrator
Mr. Jim Little, Pensacola News Journal



**Belmont DeVilliers
Neighborhood Association
321 North DeVilliers Street
Pensacola, FL 32501**

October 5th, 2018

Mr. P.C. Wu
Chairperson for the City of Pensacola CRA
222 W. Main Street, Third Floor
Pensacola, FL 32501

Re: Support of Urban Design Standards Overlay for CRA Neighborhoods

Dear Mr. Wu:

As President of the Belmont DeVilliers Neighborhood Association (BDNA), I am writing to express the neighborhood's support of the City of Pensacola Community Redevelopment Agency's (CRA's) proposed Urban Design Standards Overlay for CRA Neighborhoods.

As you know, we have worked diligently to revitalize the Belmont-DeVilliers neighborhood, and we're excited to see the decades of volunteer efforts and the support of the city beginning to take shape. The foundation that was laid in the Belmont-DeVilliers Land Use Plan published in 2004 has been an essential guide to our growth, and one of the recommendations in that plan that has yet to be implemented is the adoption of overlay standards. These standards will ensure that our neighborhood grows in the direction that we, as a community, have worked towards for many years.

On our October 3rd meeting, BDNA voted unanimously to support the design standards proposed in the overlay, and we ask for your support as well. Thank you for your consideration.

Sincerely,

Eddie Todd

President, Belmont DeVilliers Neighborhood Association

Cc: file
Helen Gibson, CRA Administrator
Victoria D'Angelo, Asst. CRA Administrator

Enclosures: None.

Victoria D'Angelo

From: Mike Kilmer <mike@mzoo.org>
Sent: Monday, October 8, 2018 11:09 AM
To: Sherri Myers
Cc: Victoria D'Angelo; Helen Gibson
Subject: CRA Overlay Standards

Hi Sherry.

I look forward to seeing you at a meeting or two this week. I plan to support the overlay standards, partly because we're hoping to put something in place here in Brownsville that will

1. Prevent monstrosities like the Dollar General building and parking lot we have to live with between T and U street
2. Relax antiquated parking requirements that make business development harder out here.

I hope that Helen and Victoria reached out to you, as I requested, and were able to consider your concerns about accessibility.

Many blessings.

Mike iLL Kilmer – President
Historic Brownsville Community
201-679-4168 (mobile)
info@historicbrownsville.org
<http://historicbrownsville.org>

To: Keith Wilkins <KWilkins@cityofpensacola.com>; Sherry Morris <SMorris@cityofpensacola.com>; Brandi Deese <bdeese@cityofpensacola.com>

Subject: Fwd: Proposed 12-2-25 Code

FYI

Ashton J. Hayward
Mayor
City of Pensacola
(850) 435-1626
mayorhayward@cityofpensacola.com

Begin forwarded message:

From: Rus Calhoun <rus.calhoun@hernandezcalhoun.com>
Date: October 5, 2018 at 5:13:27 PM CDT
To: "mayorhayward@cityofpensacola.com" <mayorhayward@cityofpensacola.com>
Subject: Proposed 12-2-25 Code

Hello Ashton,

Sarah and I are both very sad to see you go, but very happy with all the great work that you did!

Quickly wanted to reach out to you regarding the new 12-2-25 code that is coming up. The document is well composed and nicely illustrated and is following similar guidelines we have for several large developments we are Town Architects for east of here. The big difference is that these other developments are new construction (on virgin land) on the order of 1,100 acres (median house price \$350k) and not 100+ year old urban/suburban fabric. In other words, this kind of code works well in new developments/new construction and is very difficult to be successful in our existing fabric.

We own 7 properties in the area to be affected and we can't get behind the current draft of this document. This affects our commercial property on Palafox as well as 6 RNC properties in the Blount / MLK / Davis area that we are keen on developing. We have owned all of these properties for more than 10 years and have noted that the MLK/Davis corridor is finally (after all these years) coming alive! 12-2-25 will increase construction cost, slow/stop gentrification/new construction and hamper our ability to fully realize the potential that these properties were purchased to achieve. The MLK/Davis corridor in particular, can't absorb the costs associated with the proposed code.

We would advocate to remove the Palafox area (not sure why it is only this area of Palafox that is included) and the north-south corridor area along MLK / Davis.

I am working to attend the meeting on Monday.

Thank you,

Rus Calhoun
Principal
Hernandez Calhoun
Design International

FLORIDA OFFICE
420 N Palafox Street
Pensacola, FL 32501
P: 850.434.5142
F: 850.4345146

ALABAMA OFFICE
354 Dauphin Street
Mobile, AL 36602
P: 251.378.5427
F: 251.378.5428

E: rus.calhoun@hernandezcalhoun.com

Victoria D'Angelo

From: Thomas Douthat <tdouthat@gmail.com>
Sent: Monday, October 1, 2018 11:52 AM
To: Victoria D'Angelo; Brian Spencer
Subject: Re: FAQs and Proposed Changes: CRA Urban Design Overlay District

Dear Ms. D'Angelo,

As a resident of Lower East Hill, who went to the public meetings in support of these standards, I am dissatisfied that we are being left out. This is especially true given the fact that the largest controversy recently, the Taco Bell, would have been largely averted by them.

It seems like a walkable Lower East Hill is condemned to history.

With that said, I still support the overlay, and thank you for your work to coordinate it. I hope it passes.

Tom Douthat

On Oct 1, 2018 11:12 AM, "Victoria D'Angelo" <VDangelo@cityofpensacola.com> wrote:

Good Morning:

Please be advised that the following changes will be recommended regarding the proposed CRA Urban Design Overlay District:

- Exclude the area east of 9th Avenue and south of Cervantes Street from the overlay district boundaries.
- Limit the overlay district's applicability to new construction and demolition/rebuilds only.
- Add language to clarify that the overlay standards will not supersede or replace any law pertaining to requirements for persons with disabilities.

Please find attached a Frequently Asked Questions Flyer with the proposed changes, and a copy of the boundary map with proposed changes, updated as of September 28, 2018. This information, along with the proposed document and upcoming meeting schedule, is also available on project webpage (www.cityofpensacola.com/CRAOverlay).

Should you have any questions, please contact Victoria D'Angelo at 850-435-1695 or vdangelo@cityofpensacola.com or Helen Gibson at 850-436-5650 or hgibson@cityofpensacola.com.

Thank You:

Victoria D'Angelo

Assistant CRA Administrator

City of Pensacola

Community Redevelopment Agency

222 West Main Street, Suite 314

Pensacola, Florida 32502

Office: 850-435-1695

Cell: 850-530-0346

Fax: 850-435-1620

vdangelo@cityofpensacola.com

Victoria D'Angelo

From: Thomas Douthat <tdouthat@gmail.com>
Sent: Wednesday, September 26, 2018 10:27 AM
To: Gerald Wingate
Cc: Brandi Deese; Victoria D'Angelo
Subject: Please Support CRA Design Standards

Dear Council President Wingate,

I am a resident of East Hill: 1207 E. Jackson St. The proposed CRA Urban Design Standards are important for creating clear standards for quality development that will contribute to our quality of life, and long-term vitality of the area. There has been some misinformation about the purpose and extent of the standards. These types of standards can create a clearer development process both from the perspective of residents and developers. While they will constitute some changes, they mostly create standards for harmonious new growth, and supersede existing regulations which are not working, and with virtually no additional expense.

Every part of the city has its own assets, and central Pensacola is a unique amazing existing building stock, which the City must govern wisely. These standards were developed by experts in the field, with community input, and from a firm that has had a long track record working with the development community.

City staff has done an important job reaching out to community residents, and much of the recent opposition to the standards came from people outside of the CRA's boundaries.

I live in Lower East Hill and these standards are very important to me.

Please support quality growth in Pensacola, and vote for the CRA Urban Design Standards at the next City Council meeting. Let me know if you have any questions about why these standards are important for the City.

Cordially,

Tom Douthat
1207 E. Jackson St.

Victoria D'Angelo

From: Thomas Douthat <tdouthat@gmail.com>
Sent: Wednesday, September 26, 2018 10:34 AM
To: Jewel Cannada-Wynn
Cc: Victoria D'Angelo
Subject: Support for CRA Urban Design Standards

Dear Councilwoman Cannada-Wynn,

I live in Lower East Hill. Today I write you to voice my support for the CRA Urban Design Standards to be adopted in their full geographical extent.

The proposed CRA Urban Design Standards are important for creating clear standards for quality development that will contribute to our quality of life, and long-term vitality of the area. There has been some misinformation about the purpose and extent of the standards. These types of standards can create a clearer development process both from the perspective of residents and developers. While they will constitute some changes, they mostly create standards for harmonious new growth, and supersede existing regulations which are not working with virtually no additional expense.

Every part of the city has its own assets and character, and central Pensacola is a unique amazing existing building stock, which the City must govern wisely. These standards were developed by experts in the field, with community input, and from a firm that has had a long track record working with the development community. Council members from the district have also supported the standards.

City staff has done an important job reaching out to community residents, and much of the recent opposition to the standards came from people outside of the CRA's boundaries.

I live in Lower East Hill and these standards are very important to me.

Please support quality growth in Pensacola, and vote for the CRA Urban Design Standards at the next City Council meeting. Let me know if you have any questions about why these standards are important for the City.

Cordially,

Tom Douthat
1207 E. Jackson St.

Victoria D'Angelo

From: Rus Calhoun <rus.calhoun@hernandezcalhoun.com>
Sent: Thursday, October 11, 2018 3:43 PM
To: Gerald Wingate
Cc: Sherri Myers; Larry B. Johnson; Brian Spencer; Andy Terhaar; P.C. Wu; Jewel Cannada-Wynn; Ashton Hayward; Keith Wilkins; Legal; Sherry Morris; Brandi Deese; Ericka Burnett; Helen Gibson; Victoria D'Angelo
Subject: HC Palafox Investments and Hernandez Calhoun Design International letter concerning "Ordinance creating Section 12-2-25" CRA Urban Overlay District
Attachments: HCDI-Sec12-2-25-Memo-101118.pdf

Council President Wingate,

Please find attached PDF containing a joint letter from HC Palafox Investments, LLC and Hernandez Calhoun Design Int'l, PA concerning the "Ordinance creating Section 12-2-25".

We own 7 properties within the proposed CRA Urban Overlay District, 420 N Palafox Street, 419 E Blount St, 1403 N Davis St, 1413 N Davis St, 1417 N Davis St, 1420 N DMLK and 1308 N DMLK.

Thank you,

Rus Calhoun
Hernandez Calhoun
Design International

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P: 251.378.5427
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E: rus.calhoun@hernandezcalhoun.com



Hernandez • Calhoun
Design International
Architecture • Interior Design

October 11, 2018

Mr. Gerald Wingate
City Council President
222 W Main St., Third Floor
Pensacola, FL 32502

RE: Proposed CRA Urban Design Overlay

Council President Wingate,

The City is obligated to ensure that the citizens and property owners are made aware of new requirements, particularly changes that will directly impact the potential use and value of their property. We were not made aware of the CRA Urban Design Overlay District (CRAUDOD) ordinance until we were informed by a neighbor on Friday 10/5/18 of the upcoming meeting on 10/8/18. After speaking to fellow property owners, we found this was experienced by the majority of them.

In the best interests of the citizens and the neighborhood fabric, the Council members must vote **NO** for the "Ordinance Creating 12-2-25" for the following reasons:

1 – Financial Hardship – Section 12-2-25 Table 12-2-25.6 affectively reduces both the permissible buildable foot print and number of stories for both RNC and C-2A, versus what is currently allowed in the Land Development code. As owners of both C-2A and R-NC properties we would realize reduced potential and value for the property we have owned for over 10 years. This represents a significant financial hardship to owners who invested in Pensacola in good faith and is unacceptable.

2 – Inclusion of Outlier Properties – the inclusion of the four north blocks of Palafox from Belmont to Cervantes has no logical explanation, is unbalanced and not justifiable. These four blocks include: Days Inn Hotel that has existed for over 2 decades, First Baptist Church (2 blocks), the offices of Hernandez Calhoun Design International and the new residential development by Galveztown, LLC. The west blocks mirroring these east four blocks are not included, nor are any blocks that have vacant buildings or parking lots (i.e., AT&T parking lot) along Palafox, which would be much more likely to be developed in the future. These properties are clearly outliers and should not be included in the district.

3 – Inclusion of Outlier Neighborhood – The Eastside Neighborhood also needs to be removed from the overlay because it is a unique neighborhood which is clearly an outlier to this plan and will not benefit from the additional requirements. In the past, this neighborhood was studied and the solution, a more measured and appropriate approach, was to make it R-NC zoning. The residents fought to remove that zoning, but now, allegedly the residents want an even more stringent set of requirements. This neighborhood should be deleted from the CRAUDOD and the original R-NC zoning returned.

4 – Code "Blitzkrieg" vs Phased Approach – The "all or nothing" approach presented as the current boundary of the overlay is not well thought or developed. A very large area is currently included in the boundary, capturing three very different neighborhoods, urban fabrics and occupancy/use types. This is a "blitzkrieg" approach to code implementation; it is not measured, delicate or patient. This ordinance is brand new and untested in this region, therefore, applying it to

so many different areas and in such large areas will cause more problems than it will solve. It is unwise to rely on the assurances of the paid consultant, DPZ, that implementation of this code on this scale is advisable. Pensacola is very unique and has many intricacies not captured or understood by a firm from Miami, Florida that specializes in application of New Urbanism design principles for affluent neighborhoods.

The correct and reasonable approach is to identify a smaller portion of one area, implement Section 12-2-25 for that reduced area, allow the code to be in effect for several years, determine Lessons Learned, revise the code to tailor it to Pensacola's unique neighborhoods and review phased implementation for other areas within the CRA.

5 – Section 12-2-25 is not a fully developed and final product – After reviewing the 51-page PDF, dated 9/27/18, available through the CRA link on the City of Pensacola website, we have found many items that are either incorrect, require additional definition or clarification and some items that are excessive in their definition. Issuing this unfinished document before resolving these open issues will be a disservice to the City of Pensacola citizenry, will create more issues for permitting and will generate unnecessary problems rather than solve them. This document is not ready for implementation.

6 – Property Owner Awareness – We, and many of our neighbors, were not informed of the proposed ordinance and its implications on our properties. We, and our fellow property owners, have made a significant investment in Pensacola spanning decades and we should not be subjected to untested, underdeveloped solutions which offer no benefits, but many more obstacles to owning and developing existing properties in Pensacola.

We urge the City of Pensacola Council members to vote **NO** to the “Ordinance creating Section 12-2-25”.

Sincerely,



Bert “Rus” Calhoun II – H-C Palafox Investments, LLC, Manager



Sarah M. Hernandez-Trujillo – Hernandez Calhoun Design International, President
Certified Woman / Minority Owned Small Business

CC: Ms. Sherri Myers, Council Vice President
Mr. Larry Johnson, Council Member
Mr. Brian Spencer, Council Member
Mr. Andy Terhaar, Council Member
Mr. P.C. Wu, Council Member
Ms. Jewel Cannada-Wynn, Council Member
Mr. Ashton Hayard, Mayor
Mr. Keith Wilkins, City Administrator
Ms. Lysia Bowling, City Attorney
Ms. Sherry Morris, Planning Services Administrator
Ms. Brandi Deese, Assistant Planning Services Administrator
Ms. Ericka Burnett, City Clerk
Ms. Helen Gibson, CRA Administrator
Ms. Victoria D’Angelo, Assistant CRA Administrator

Victoria D'Angelo

From: Helen Gibson
Sent: Thursday, October 11, 2018 11:46 AM
To: Victoria D'Angelo
Subject: FW: CRA Postcard

M. Helen Gibson, AICP

CRA Administrator
City of Pensacola
222 W Main St.
Pensacola, FL 32502
(850) 436-5650



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

Notice: Florida has a very broad public records law. Most written communications to or from state and local officials regarding government business are public records available to the public and media upon request. Your email communications may be subject to public disclosure.

From: Larry B. Johnson
Sent: Wednesday, October 10, 2018 9:19 AM
To: Helen Gibson <HGibson@cityofpensacola.com>
Subject: Fwd: CRA Postcard

Sent from my iPad

Begin forwarded message:

From: "Bill yellow68b@yahoo.com" <yellow68b@gmail.com>
Date: October 9, 2018 at 4:40:43 PM CDT
To: ljohnson@cityofpensacola.com
Subject: CRA Postcard

Larry,

Just to share my frustrations with this overlay process, I received this postcard from the CRA today, lobbying the neighbors. This postcard was postmarked on the 6th of October, 2 days before the CRA meeting on Monday and makes no mention of the CRA meeting. As mentioned on Monday there were significant changes made to the document which should have sent it back to planning board, and it was not. I also can't understand how it could even be put on the council

agenda prior to the CRA approving it. And on that note, I am seriously confused, as are most of my neighbors, as to why it is still on the council agenda for Thursday evening after failing to be approved by the CRA.

If you are at council Thursday night, we sure would appreciate a no vote on the overlay.

 **Screenshot9520181009-155805.jpg**

Sincerely,

Bill Weeks
1302 E. La Rua Sreet

Victoria D'Angelo

From: Helen Gibson
Sent: Thursday, October 11, 2018 1:09 PM
To: Victoria D'Angelo
Subject: FW: A postcard from the city/CRA today in my mail

M. Helen Gibson, AICP

CRA Administrator
City of Pensacola
222 W Main St.
Pensacola, FL 32502
(850) 436-5650



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

Notice: Florida has a very broad public records law. Most written communications to or from state and local officials regarding government business are public records available to the public and media upon request. Your email communications may be subject to public disclosure.

From: Larry B. Johnson
Sent: Wednesday, October 10, 2018 9:19 AM
To: Helen Gibson <HGibson@cityofpensacola.com>
Subject: Fwd: A postcard from the city/CRA today in my mail

Sent from my iPad

Begin forwarded message:

From: <mspeed44@aol.com>
Date: October 9, 2018 at 4:46:36 PM CDT
To: smyers@cityofpensacola.com, aterhaar@cityofpensacola.com, pcwu@cityofpensacola.com,
ljohnson@cityofpensacola.com
Subject: A postcard from the city/CRA today in my mail

Hello,

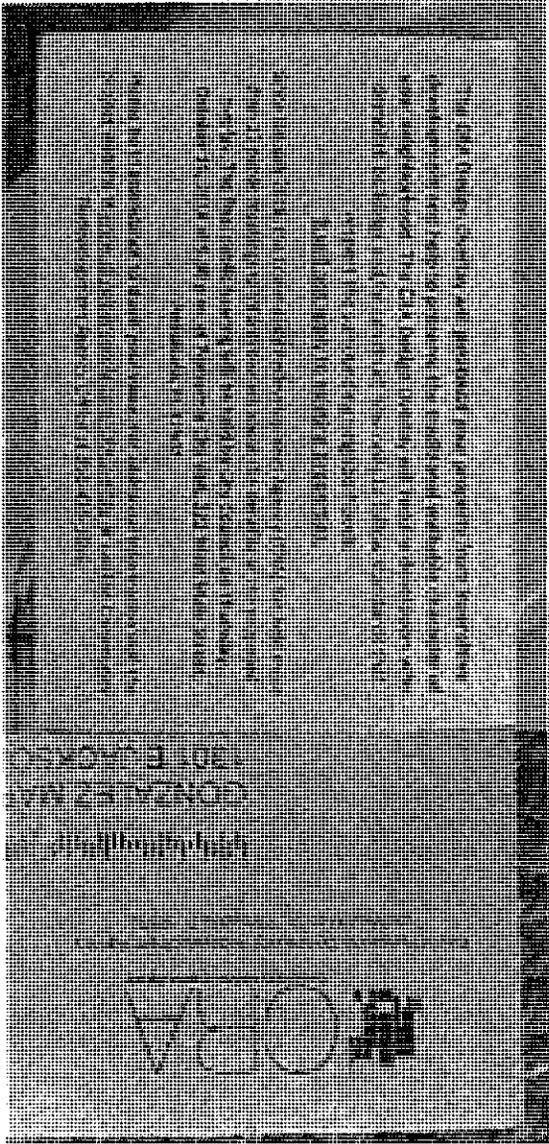
I've written you before about the CRA Overlay of which I knew nothing about until 5 weeks ago. I did not get the postcard back in February--nor did any of my neighbors (all home owners). And I certainly appreciate your support and interest.

Today, I received a postcard from the city (copy of message and address attached) lobbying me to support the overlay and how it will protect my property. I see this as an effort by the city (using

government funds) to change my opinion. After the outcry from my neighbors, our neighborhood was removed from the overlay district. So I'm not really impacted by what is done now.

So why the postcard? And why the lobbying efforts by the city? Isn't this against Florida law?

Gloria Gonzalez
1301 E Jackson Street, Pensacola, FL
850-516-7245



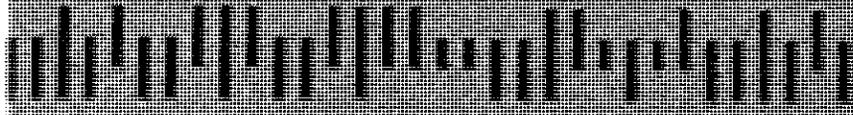
The CRA Design Overlay will protect your property from insensitive development and help to preserve the traditional walkable character of your neighborhood. The CRA Design Overlay will require developers who demolish buildings and/or construct new ones to follow standards that respect the surrounding neighborhoods.

It will not apply to existing properties.

Since January 2018, the Community Redevelopment Agency (CRA) has held more than 13 public meetings to inform owners about the benefits of the proposed overlay. The final public hearing will be held by City Council on Thursday, October 11, 2018 at 5:30 p.m. at Pensacola City Hall, 222 West Main Street, Pensacola, FL 32502.

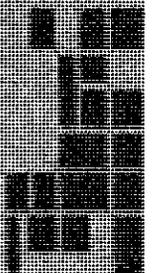
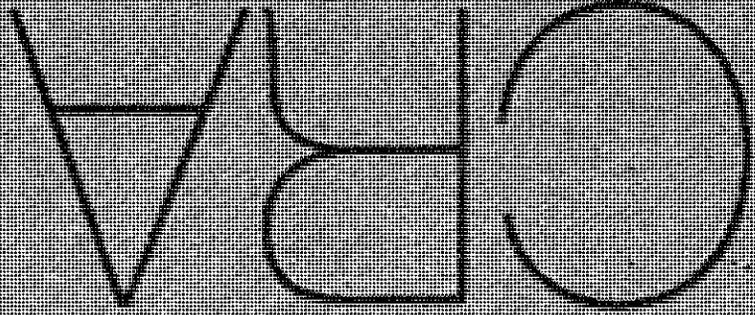
Please be in attendance to share your voice. For additional information visit the project website at www.cityofpensacola.com/CRAOverlay or call the Community Redevelopment Agency Office at 850-435-1695.

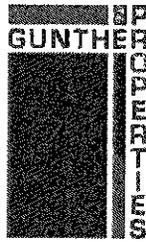
GONZALEZ MAF
1301 E JACKSO



Community Development Agency
West Main St, Pensacola FL 32502

Community Development Agency





October 10, 2018

Mr. Gerald Wingate
City Council President
222 W. Main St., Third Floor
Pensacola, Florida 32502

RE: Proposed CRA Urban Design Overlay

Council President Wingate,

We all want better design and a more walkable City, but the proposed CRA Urban Design Overlay District requirements are so onerous, developments like Southtowne do not even comply because of mandates such as a minimum first floor entry height of 12'- 14' for "environmental health" reasons. Most troubling however, is that many of the requirements are not eligible for a variance request.

The fact that significant portions of the Southtowne development has 9' ceilings on the first floor is not in any way a criticism. The project is located in a special review district and not subject to the new CRA overlay requirements. However, it is important to make it clear that if you wanted to build a design like it elsewhere in the CRA, you would not be able to do so. If a development like Southtowne is not good enough for the CRA areas, what is? The CRA's mandate is to eliminate blight and encourage development, so to implement inflexible requirements which could actually discourage new construction within the CRA are contrary to its mandate.

I support modern, urban design and my past development downtown demonstrates this, but I oppose this overlay because it is inflexible and limits creative design. Every citizen should have the right to present a reasonable alternative and request a variance to any new requirement regardless of whether they are building a home, business or large development.

GUNTHER PROPERTIES, LLC
503 E GOVERNMENT STREET
PENSACOLA, FL 32502

P 850.433.0666

www.guntherproperties.com

I am very concerned with the following issues related to the CRA Urban Design Overlay District process to date:

- 1.) The new requirements were originally presented to the citizens as Urban Design Guidelines, which created the impression held by many citizens that these were recommendations, not requirements.
- 2.) The requirements are presented as the "CRA Urban Design Overlay District" when they are more accurately described as changes to the City's Land Development Code within the CRA areas. The term "Overlay District", typically refers to a Special Review District controlled by the Planning or Architectural Review Board. In these Special Review Districts, reasonable alternatives may be presented to the board for approval. Many individuals are not aware the proposed "CRA Urban Design Overlay District" does not allow a variance request to many of the standards it contains.
- 3.) **City staff is not aware of which requirements within the proposed CRA Urban Design Overlay District are eligible for a variance request and, as a result, has not communicated the full consequences of this proposed overlay to the citizens or to City Council.** No action should be taken by City Council until City staff has provided the citizens with a detailed list of every requirement in the proposed overlay which is not eligible for a variance request. City staff cannot simply state "Yes, variance requests are permitted" when they not aware which requirements are eligible for a variance.
- 4.) **Staff has made major changes to the overlay since it was presented to the Planning Board, with some changes being made as recently as last week, but the revised version was never sent back to the Planning Board to allow citizen input and review.** It has also been stated that CRA staff has the right to change the requirements again, prior to tomorrow's City Council meeting, and present them for approval at the meeting. It is common sense that neither scenario should be allowed, as they completely circumvent due process of law. Due process, in the *Merriam Webster Dictionary*, under Legal Definition states "The guarantee of due process is found in the Fifth Amendment to the Constitution, which states "no person shall...be deprived of life, liberty, or property, without due process of law" **Fundamental to procedural due process is adequate notice prior to the government's deprivation of one's life, liberty, or property, and an opportunity to be heard and defend one's rights to life, liberty, or property."**

5.) City Council intends to consider approval of the CRA Urban Design Overlay District tomorrow, despite the fact it was rejected by the CRA Board due to many of the concerns outlined above. **How can CRA staff and DPZ present an item to City Council on behalf of the City of Pensacola's Community Redevelopment Agency without direction from the CRA Board to do so?** Are the CRA staff and vendors permitted take action without official approval from the CRA Board? If not, then certainly neither CRA staff nor DPZ should be allowed to present the proposed CRA Urban Design Overlay District for approval tomorrow.

There are compelling arguments for and against form-based code. Regardless of your stance, every City property owner should have the ability to review these requirements and fully understand the consequences. I understand CRA staff and DPZ have worked very hard on this overlay, but these requirements cannot move forward without full disclosure and proper due process. Since implementing many of these requirements as changes to the LDC makes them immune from variance requests, this overlay should be passed as guidelines only or resubmitted to Planning Board for recommendation as a special review district.

I appreciate your time and consideration.

Sincerely,



Fred Gunther

CC: Ms. Sherri Myers, Council Vice President
Mr. Larry Johnson, Council Member
Mr. Brian Spencer, Council Member
Mr. Andy Terhaar, Council Member
Mr. P.C. Wu, Council Member
Ms. Jewel Cannada-Wynn, Council Member
Mr. Ashton Hayward, Mayor
Mr. Keith Wilkins, City Administrator
Ms. Lysia Bowling, City Attorney

Ms. Sherry Morris, Planning Services Administrator
Ms. Brandi Deese, Assistant Planning Services Administrator
Ms. Ericka Burnett, City Clerk
Ms. Helen Gibson, CRA Administrator
Ms. Victoria D' Angelo, Assistant CRA Administrator
Mr. Jim Little, Pensacola News Journal

Victoria D'Angelo

From: Troy Stepherson <troy@guntherproperties.com>
Sent: Wednesday, October 10, 2018 4:22 PM
To: Helen Gibson
Cc: Victoria D'Angelo; Gerald Wingate; Sherri Myers; Larry B. Johnson; Brian Spencer; Andy Terhaar; P.C. Wu; Jewel Cannada-Wynn; Ashton Hayward
Subject: Comprehensive Variance Process Request for CRA Urban Design Standards Overlay

Follow Up Flag: Follow up
Flag Status: Flagged

Good Day Helen,

I want to commend you for all your hard work on spearheading this initiative. I've been involved in the planning and support the design standards.

I've served on the City Zoning Board of Adjustments for over a year, and I own property within the City at 3839 Belle Meade Court. In advance of Thursday's City Council meeting, I would like to request that a comprehensive variance process be in place before this document passes a vote of approval.

Section 12-14-1 of the City Land Development Code defines that variances are only permitted for "*height, area, and size of structure or size of yards and open spaces.*" This does not apply to many of the required standards in the overlay.

For every "shall," or required design standard, a comprehensive process to request a variance ought to be in place. As I understand it based on your response during the meeting, the process to appeal or request a variance is incomprehensive as there are many design standards that are immune to the existing variance process. I will pledge my time to craft this process and assist in any way possible in a timely manner in order to move this forward.

However, in the meantime, I am urging City Council to delay the vote to approve until a comprehensive variance process is explicitly stated in the document.

When I attended the charrettes, it was my understanding that the design guidelines were recommendations, not requirements. It can be said that requiring the standards with no process to reason with a board and argue a hardship is unconstitutional.

This document will be hugely impactful for Pensacola, and we can set a great example by investing the time to make it right.

Thank you for your consideration. Please let me know if you have any questions. Feel free to reach me on my cell at any time, 850-748-4152. I am glad to meet and discuss in person at your availability.

Best Regards,
--Troy Stepherson



Troy Stepherson
Gunther Properties

503 E Government St., Pensacola, FL 32502
850-433-0666

troy@guntherproperties.com

www.guntherproperties.com



1. LONG TERM STRATEGIES

1.1. COMPREHENSIVE PLAN

- 1.1.1. Adjust FLUM density for townhouses in R districts as follows:
 - a. 18 du/acre for R-1A and R-1B (permitting 24-foot wide townhouses)
 - b. 24 du/acre in R-NC and R-NCB (permitting 18-foot wide townhouses)

1.2. ZONING CODE

- 1.2.1. Make edits to Zoning Code as provided in Appendix A.

1.3. LANDSCAPE, OPEN SPACE & STORMWATER MANAGEMENT STRATEGIES

- 1.3.1. A CRA tree fund should be established, with assistance available to homeowners to plant trees in their R.O.W. or front yards where none currently exist, per Sec. 12-6-3 (D).
- 1.3.2. The City should acquire additional park/open space properties within the ¼ mile, 5-minute walk radius to serve those neighborhoods identified as underserved by parks.
- 1.3.3. Required open space should be designed as a central square, plaza or green to provide a community focal point and gathering space for residents. Leftover strips at edges should be avoided except where trail connections are made, or buffers are required. Trees, seating and pervious paving should be included, at a minimum.
- 1.3.4. Streets and parking lots shall be designed to temporarily detain stormwater with aesthetically-planted, curb-less drainage swales within parking lots and buffer areas.
- 1.3.5. The City should acquire additional stormwater management sites to manage runoff from small parcels where on-site storage is impractical. Provide incentives to developers for reduction of pervious surfaces and installation of stormwater detention facilities.
- 1.3.6. The City should implement and maintain aesthetically-planted low-impact stormwater mitigation test sites, such as rain gardens, at existing and proposed *drainage rights-of-way* with a minimum width of 15 feet, on residential and commercial properties.

1.4. ENFORCEMENT

- 1.4.1. Enforcement the current regulation prohibiting parking on greenways along local streets

1.5. SMALL SCALE SUBDIVISIONS

- 1.5.1. Consider revising small scale subdivision requirements from 3 lots or more to 4 or 5 lots or more.
- 1.5.2. Discuss equity factor, benefits and disadvantages of lot history on subdivision requirements.

Transportation Design & Code Amendment Support Document

By Richard A. Hall, P.E.

DRAFT

Prepared For:
Pensacola's CRA
&
DPZ CoDESIGN



Hall Planning & Engineering, Inc.
March 8, 2018

Introduction: Transportation Design Guidance

Review of current CRA documents revealed a need for Transportation Procedures tied to a variety of context types that naturally occur across cities and their suburban and rural areas. Currently, the CRA areas have a variety of street conditions, some are highly walkable and compact, some are not. The primary benefit for walkability within the CRA areas is block sizes less than 500 feet per side. This occurs in almost all context areas. One negative however, is the general prohibition of on-street parking in some of the CRA areas. Where possible, it should be permitted and encouraged. Moreover, the city should enforce parking regulations that prohibit parking on greenways which create blight on the street, prevent the possible planting of trees and discourage walking. Most local streets reflect a pedestrian scale, with parallel on-street parking and paved street width of 25 to 30 feet; good, general urban street dimensions/conditions. Many Collectors and Arterials, however, have been built to suburban standards with 70-foot ROW and 54 feet of paved area between curb faces and no parallel, on-street parking allowed. For example, the current street dimensions on Cervantes, Garden and Main, west of A Street have these suburban scale dimensions. This occurs on both state owned and city owned streets. Wider and faster streets should only occur in the suburban and rural areas of the city and county. Guidance for many transportation related elements must be sensitive to a wider set of context types than the oversimplified rural or urban types used in the past. Two major documents support broader context application:

1. The Florida Greenbook
2. The Florida Complete Streets Initiative (CSI) and Companion Florida Design Manual

These documents are described below and their applicability for Pensacola's Community Redevelopment Authority are encouraged and discussed below.

Florida Greenbook - Design of Local Streets in Florida

The ***Manual of Uniform Minimum Standards for Design, Construction and Maintenance (Florida Greenbook)*** provides criteria for public streets, roads, highways, bridges, sidewalks, curbs and curb ramps, crosswalks, bicycle facilities, underpasses, and overpasses used by the public for vehicular and pedestrian travel.

Authority for the **Florida Greenbook** is established by [Chapters 20.23\(3\)\(a\), 334.044\(10\)\(a\)](#), and [336.045, Florida Statutes](#), and [Rule 14-15.002, Florida Administrative Code](#). The manual is intended for all projects off the state and national highway systems. Thus, the Greenbook provides transportation design guidance for City of Pensacola streets.

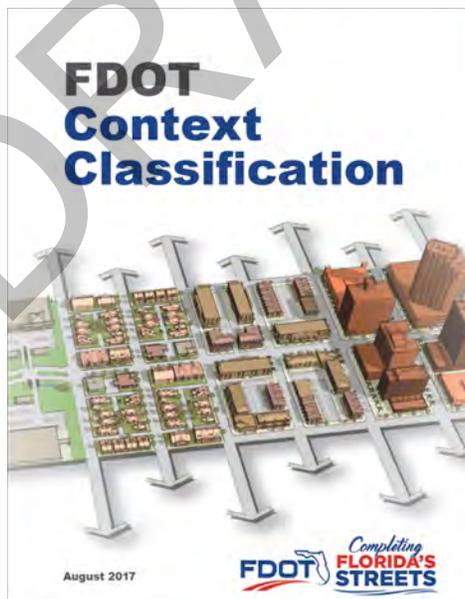
Within the **Greenbook, Chapter 19 Traditional Neighborhood Design (TND)** provides guidance on transportation design within urban sections of Florida's cities and counties.

TND Communities rely on strong integration of land use and transportation. A TND has compact, human scaled development patterns and a variety of land uses within a small block structure. All these characteristics combine to yield many more pedestrian, bicycle and transit trips than found in low density suburban patterns of development. The chapter specifies criteria and design standards that help achieve this “walkability” and Complete Street character.

HPE recommends adoption of the Florida Greenbook as design guidance for transportation facilities under jurisdiction of the City of Pensacola. This would allow the application of TND design guidance for all non-state facilities. While the local neighborhood streets are generally in compliance with TND principals, the Arterials and Collectors are not, and would benefit from this context based guidance for re-construction or new construction. All streets would benefit from the encouragement of on-street parking found in the TND Chapter.

FDOT Complete Streets Initiative [CSI] & Florida Design Manual for design of State facilities

Streets under State of Florida jurisdiction are guided by similar context based design guidance. **FDOT Complete Streets Initiative [CSI]** document provides a land area framework consisting of Context Classifications from rural to most urban character.



The Context Classifications are described as follows.

C1-Natural	Lands preserved in a natural or wilderness condition, including lands unsuitable for settlement due to natural conditions.
C2-Rural	Sparsely settled lands; may include agricultural land, grassland, woodland, and wetlands.
C2T-Rural Town	Small concentrations of developed areas immediately surrounded by rural and natural areas; includes many historic towns.
C3R-Suburban Residential	Mostly residential uses within large blocks and a disconnected/ sparse roadway network.
C3C-Suburban Commercial	Mostly non-residential uses with large building footprints and large parking lots. Buildings are within large blocks and a disconnected/ sparse roadway network.
C4-Urban General	Mix of uses set within small blocks with a well-connected roadway network. May extend long distances. The roadway network usually connects to residential neighborhoods immediately along the corridor and/or behind the uses fronting the roadway.
C5-Urban Center	Mix of uses set within small blocks with a well-connected roadway network. Typically concentrated around a few blocks and identified as part of the civic or economic center of a community, town, or city.
C6-Urban Core	Areas with the highest densities and building heights and within FDOT classified Large Urbanized Areas (population > 1,000,000). Many are regional centers and destinations. Buildings have mixed uses, are built up to the roadways, and are within a well-connected roadway network.



Context Classifications for suburban areas, C3R Suburban Residential and C3C Suburban Commercial occur outside the CRA boundary. Within the CRA, the finer street grid, smaller lot sizes and compactness of buildings generally qualify for Classifications C4-Urban General and C5-Urban Center. The following table equates the CRA Context Classifications with Zoning classifications:

Context Classification to Zoning Translation	
Context Classification	Zoning Code
C4 - Urban General	R-1AA
	R-1A
	R-1B
C5 - Urban Center	R-NC
	R-NCB
	C-1
	C-2
	C-3

Transportation facilities constructed under C4 and C5 have more Walkable design elements scaled to be more pedestrian friendly. Arterial and Collector streets have 10 foot lanes allowed, 8 foot parallel, on-street parking is strongly encouraged, lower range speeds of 20 and 25 miles per hour are specified, and maximum block length of 600 feet are required. These criteria and others yield lower motor vehicle speed, multiple travel modes active and generally greater economic value and sustainability. They encourage more Complete Streets. Federal research has yielded *An Expanded Functional Classification System for Highways & Streets* that also defines more context areas to diversify design solutions in urban settings.

The DPZ and HPE team members recommend adoption of the Context Classification system developed by FDOT as definitions to identify place and to subsequently guide streets and other transportation features within the CRA. The City should encourage FDOT to classify the streets in Pensacola's CRA as C4 and C5 and limit the C3S so that transportation can become more walkable and support the adjacent land uses.

Field Reviews

Field observations within the CRA confirmed that the small block size nature of the overall street grid is one of the strongest assets of the CRA toward increasing Walkability and Complete Streets. Traffic Counts show that most arterial and collector streets have more capacity than needed and in some cases can design lane reductions to further manage motor vehicle speeds and increase pedestrian comfort.

Past Studies were reviewed and the following results were determined:

- Cervantes Corridor study, by Atkins, has two recommendations, for 4L and 2L sections
 - Nodes and Place Types are identified along the Cervantes corridor as potential focus areas of greater compactness. C5 Town Center classifications creating more diverse travel notes and greater walkability.

- i. There is great potential for combining information and setting the stage for Transforming the Cervantes corridor into a Complete Street.
- o CRA Participation in Future Street Design Corridors should also be Context sensitive, complete streets.
 - i. Cervantes
 - ii. Main Street [West]
 - iii. Dr. MLK Jr. Dr./N. Davis Hwy. Pair

Other general recommendations include:

- Continuous sidewalks should take precedence over driveway aprons so the sidewalk maintains a constant elevation.
- Coordinate tree placement with utility location in all cases. Meetings to workshop this important relationship are essential.
- Importance of yield street design for local streets and need to design for, and encourage, on-street parking.
- Remove parking from green swales/parkways/planting strips.

In summary, the following recommendations are primary:

1. Adopt the Florida Greenbook with emphasis on the TND Chapter 19, for application within the entire CRA District.
2. Adopt the Florida CSI reports and policies for design guidance on state owned streets within the CRA.
3. Future conversations on design of all CRA Arterials and Collectors shall be Context Sensitive and CRA staff should be at the table.

CITY CLERK'S OFFICE/LEGAL ADS
4TH FLOOR
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 **Diana Figueroa**, 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 PUBLIC HEARING

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

05/06/19

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

Sworn to and Subscribed before me this 6th of May 2019, by Diana Figueroa who is personally known to me



Affiant



Notary

Publication Cost: \$145.06

NOTICE OF PUBLIC HEARING

On Thursday, May 16, 2019 at 5:30 p.m. in the Council Chambers, 1st Floor of City Hall, 222 West Main Street, Pensacola, FL, the Pensacola City Council will conduct a public hearing to receive the benefit of citizen input for the purpose of considering:

PROPOSED AMENDMENT TO THE CODE OF THE CITY OF PENSACOLA - LAND DEVELOPMENT CODE CREATING SECTION 12-2-25 - PROVIDING FOR THE COMMUNITY REDEVELOPMENT AREA (CRA) URBAN DESIGN OVERLAY DISTRICT

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

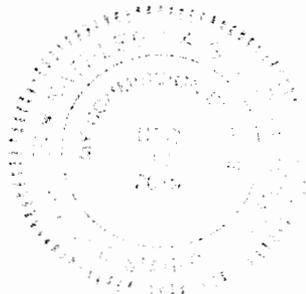
If any person decides to appeal any decision made with respect to any matter considered at this meeting, such person will need a record of the proceedings, and that for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence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

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

For additional information regarding this public hearing, please call the Community Redevelopment Agency at 436-5650.

City of Pensacola, Florida
Ericka L. Burnett, City Clerk

Legal No. 3544026, May 6, 2019



Ad No: 0003544026

Customer No: PNJ-25615500



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 10-19

City Council

5/16/2019

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Jewel Cannada-Wynn

SUBJECT:

PROPOSED ORDINANCE NO. 10-19 - AMENDMENT TO THE CODE OF THE CITY OF PENSACOLA - LAND DEVELOPMENT CODE - CREATING SECTION 12-2-25, PROVIDING FOR THE COMMUNITY REDEVELOPMENT AREA (CRA) URBAN DESIGN OVERLAY DISTRICT

RECOMMENDATION:

That City Council approve Proposed Ordinance No. 10-19 on first reading.

AN ORDINANCE CREATING SECTION 12-2-25 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR THE COMMUNITY REDEVELOPMENT AREA (CRA) URBAN DESIGN OVERLAY DISTRICT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The development of urban design standards has been identified as a key redevelopment project within each of the City of Pensacola's adopted community redevelopment plans. The City of Pensacola Community Redevelopment Agency (CRA) approved the FY17/18 CRA Work Plan on April 10, 2017, which authorized the development, adoption and codification of design standards for each of the City's three redevelopment areas. On October 9, 2017, the CRA authorized the CRA Chairperson to negotiate and execute a contract with DPZ CoDESIGN, the top-ranked firm selected in response to RFQ No. 17-043 to prepare the standards.

DPZ CoDESIGN launched the project in early January 2018. From February 2018 through April 2018, an extensive public input process included a series of charrettes, public workshops, input sessions, presentations and a written comment period. For reference purposes, a full list of public outreach and input opportunities, as well as, comments received and corresponding responses are attached.

The drafted overlay document was released on May 31, 2018. On June 12, 2018 and September 18, 2018 the Planning Board held public hearings and recommended adoption with modifications.

Following the Planning Board hearing, the proposed overlay was presented to the Eastside Redevelopment

Board (ERB) and the Westside Redevelopment Board (WRB) on July 11, 2018 and July 24, 2018, respectively. Both Boards recommended adoption of the proposed overlay as presented.

The CRA recommended adoption of the overlay during its meeting on January 14, 2019.

Since the CRA's recommendation in January, staff engaged the consultant to conduct a final thorough review of the document in preparation for public hearing and adoption. Upon review, several areas requiring clarification and alignment with the underlying zoning were identified. The recommended clarifying language is contained within the attached ordinance in strike-through and underline format. It is recommended that City Council consider this language for incorporation into the adopted document.

PRIOR ACTION:

October 26, 2000 - City Council adopted the Urban Infill and Redevelopment Plan.

February 9, 2004 - City Council approved the Eastside Neighborhood Plan.

October 27, 2005 - City Council amended and readopted the Urban Infill and Redevelopment Plan, incorporating therein the Eastside Neighborhood Plan.

May 24, 2007 - City Council adopted the Westside Community Redevelopment Plan.

January 14, 2010 - City Council adopted the Urban Core Community Redevelopment Plan (2010).

April 10, 2017 - The CRA approved the FY17/18 CRA Work Plan, which included the development of design standards for the Urban Core, Westside and Eastside community redevelopment areas.

July 26, 2017 - The CRA issued Request for Qualifications (RFQ) No. 17-043 for Urban Design and Code Amendment Services for a Community Redevelopment Area Overlay.

October 10, 2017 - The CRA approved the ranking of the selection committee for RFQ No. 17-043 and authorized the CRA Chair to negotiate and execute a contract with DPZ CoDESIGN.

May 7, 2018 - The CRA approved the FY18/19 CRA Work Plan, which included the development of design standards for the Urban Core, Westside and Eastside community redevelopment areas.

June 12, 2018 - The Planning Board held a public hearing and recommended adoption of the CRA Urban Design Overlay District with modifications.

July 11, 2018 - The Eastside Redevelopment Board recommended adoption of the CRA Urban Design Overlay District.

July 24, 2018 - The Westside Redevelopment Board recommended adoption of the CRA Urban Design Overlay District.

September 18, 2018 - The Planning Board held a second public hearing regarding incorporation of the Board's

recommended modifications and additional clarifications, and recommended adoption of the CRA Urban Design Overlay District as presented.

October 8, 2018 - The CRA voted not to recommend the proposed overlay to City Council.

October 23, 2018 - The Westside Redevelopment Board authorized the Chair to execute a letter requesting that the CRA Urban Design Overlay District be re-considered.

October 24, 2018 - The Eastside Redevelopment Board authorized the Chair to execute a letter requesting that the CRA Urban Design Overlay District be re-considered.

January 15, 2019 - The CRA recommended that the City Council adopt the proposed CRA Urban Design Overlay District Ordinance.

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

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

ATTACHMENTS:

1) Proposed Ordinance No. 10-19 Vers 050719 - clean

PRESENTATION: No

PROPOSED
ORDINANCE NO. _____

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE CREATING SECTION 12-2-25 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA; PROVIDING FOR THE COMMUNITY REDEVELOPMENT AREA (CRA) URBAN DESIGN OVERLAY DISTRICT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 12-2-25 of the Code of the City of Pensacola, Florida, is hereby created to read as follows:

Section 12-2-25. - Community Redevelopment Area (CRA) Urban Design Overlay District

The regulations in this Section shall be applicable to the CRA Urban Design Overlay District (CRAUDOD).

Table of Contents

Intent	Sec. 12-2-25(A)
Boundaries of the District.	Sec. 12-2-25(B)
Applicability	Sec. 12-2-25(C)
Existing Conditions	Sec. 12-2-25(D)
Procedure for Review	Sec. 12-2-25(E)
Appeals and Variances	Sec. 12-2-25(F)
Urban Design Standards and Guidelines	Sec. 12-2-25(G)
Building Height	Sec. 12-2-25(G)(a)
Building Orientation	Sec. 12-2-25(G)(b)
Building Massing and Materials	Sec.12-2-25(G)(c)
Form Standards	Sec. 12-2-25(G)(d)
Frontage Types	Sec. 12-2-25(G)(e)
Building Elements	Sec. 12-2-25(G)(f)
Building Encroachments	Sec. 12-2-25(G)(g)

Parking Access, Design and Reductions	Sec. 12-2-25(G)(h)
Fences and Walls	Sec. 12-2-25(G)(i)
Windows & Glazing	Sec. 12-2-25(G)(j)
Lighting on Private Property	Sec. 12-2-25(G)(k)
Landscape Standards and Guidelines	Sec. 12-2-25(H)
Intent	Sec. 12-2-25(H)(a)
Landscape on Private Property	Sec. 12-2-25(H)(b)
Buffer Yards	Sec. 12-2-25(H)(c)
Landscape in the Public Right-of-Way	Sec. 12-2-25(H)(d)
Thoroughfare Standards and Guidelines	Sec. 12-2-25(I)
Context Classification	Sec. 12-2-25(I)(a)
Street Design	Sec. 12-2-25(I)(b)
Definitions	Sec. 12-2-25(J)

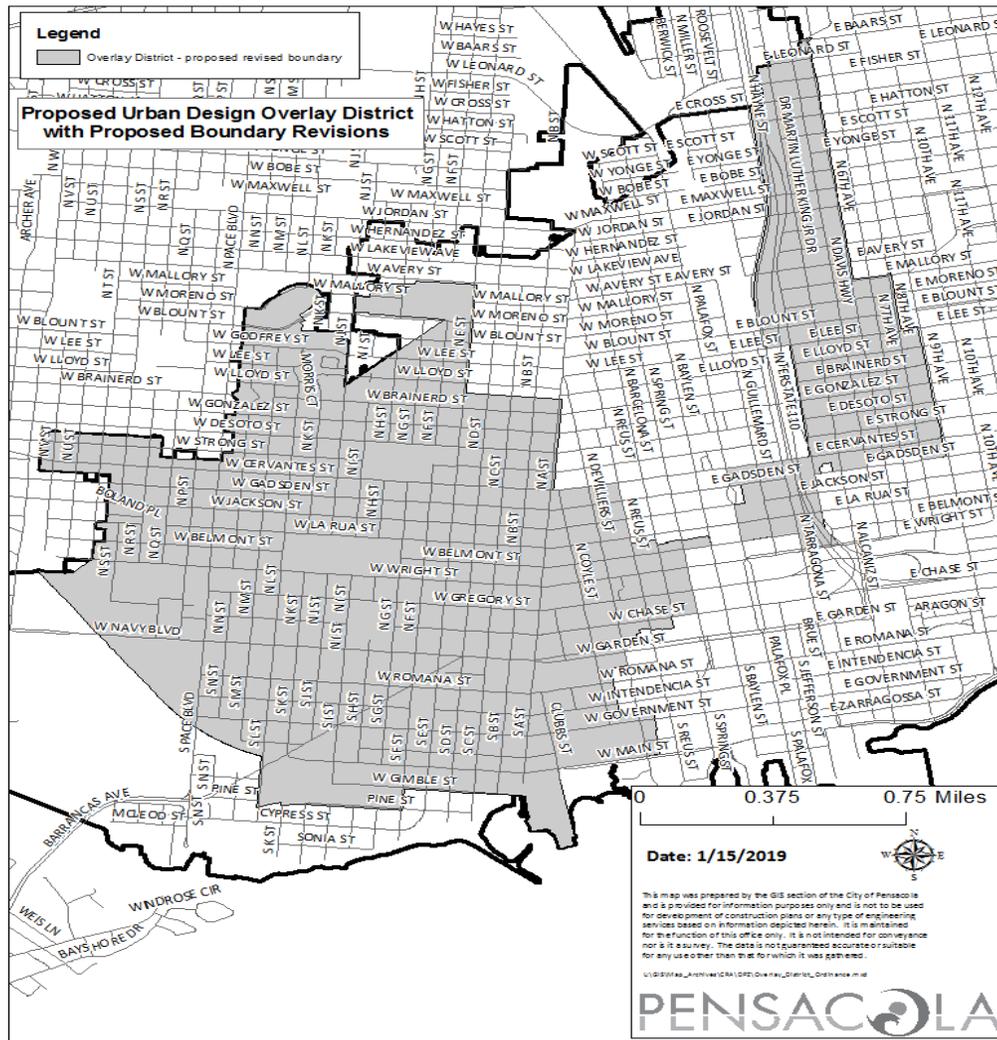
(A) *Intent*. The requirements set forth in this Section are intended to:

- (a) Preserve and maintain the urban pattern and architectural character of Pensacola's community redevelopment areas, while encouraging new construction that is compatible with that heritage, but also reflective of its time.
- (b) Improve the physical appearance of the community redevelopment areas with urban design standards that provide more predictable results in terms of the form and character of buildings.
- (c) Support the removal of blight within the community redevelopment areas by encouraging quality redevelopment.
- (d) Support the future growth of Pensacola, to ensure compatible and cohesive development, to remain resilient long-term, and to support the goals, objectives and policies of the City's Comprehensive Plan and community redevelopment area master plans.
- (e) Coordinate the placement, orientation, and design of buildings to ensure a coherent and walkable streetscape and traditional urban character by creating well-defined street edges with continuous building walls, articulated facades, and architectural features that create visual interest and an attractive pedestrian environment.

- (f) Capitalize on opportunities to attract and grow a variety of residential building types, retail, service, and cultural establishments to serve local needs, create regional attractions and a robust economic base.
- (g) Enable and encourage mixed-use development within the community redevelopment areas in support of viable and diverse locally-oriented business and cultural institutions.
- (h) Achieve context-based development and complete streets.

(B) *Boundaries of the District.* The boundaries of the CRA Urban Design Overlay District shall be as outlined on Figure 12-2-25.1. A more detailed map of the boundaries of the Overlay is on file in the City of Pensacola Office of the City Clerk.

Figure 12-2-25.1 - CRA Urban Design Overlay District Boundaries



(C) *Applicability.*

- (a) These standards shall apply to all new construction and demolition and rebuild projects within the CRA Urban Design Overlay District except as stated in Sec. 12-2-25(D)(b).
- (b) This Section [Sec. 12-2-25., CRA Urban Design Overlay District] shall apply as an overlay to the underlying land development regulations. The land development regulations contained within Title XII (Land Development Code) shall apply unless pre-empted by this Section. Where a conflict exists between this Section and the underlying land development regulations, contained within Title XII (Land Development Code), this Section shall prevail.
- (c) Standards, activated by "shall", are regulatory in nature, as defined within Sec. 12-1-8 (general interpretative terms). Deviations from these standards shall only be permitted by variance in accordance with Sec. 12-12-2 (appeals and variances).
- (d) Guidelines, activated by "should", are encouraged and recommended but not mandatory, as defined within Sec. 12-1-8 (general interpretative terms). Developments subject to this overlay district are encouraged to incorporate them as appropriate in order to enhance and complement the built and natural environment. The intent is to create the highest level of design quality while providing the needed flexibility for creative site design.
- (e) Figures, tables and illustrations shall be interpreted as defined in Sec. 12-1-8 (general interpretative terms) unless the context clearly indicates otherwise.
- (f) The provisions of this section are not intended to supersede, conflict with or replace any requirement in federal or state law pertaining to design, construction or accommodation requirements pertaining to persons with disabilities and it is hereby declared to be the intent of the City of Pensacola that such requirements in federal or state law shall prevail over any provisions of this section to the extent of any conflict.

(D) *Existing Conditions.*

- (a) Existing buildings and structures that do not conform to the requirements of this overlay district may be occupied, operated, repaired, renovated or otherwise continue in use in their existing non-conforming state unless demolished and rebuilt.

(b) The restoration or rehabilitation of an existing building does not require the provision of parking in addition to the existing, if less than six (6) new spaces are required.

(E) *Procedure for Review.* All development regulated by this subsection shall be subject to the submission requirements contained within Sec. 12-12-5 (building permits), Sec. 12-2-81 (development plan requirements), and Sec. 12-2-82 (Design Standards and Guidelines), as applicable. In addition to the plan submission requirements listed in Sec. 12-12-5 and 12-2-81, drawings illustrating compliance with Sec. 12-2-25 (CRA Urban Design Overlay District) shall be provided. Plans shall include drawings or sketches with sufficient detail to show, as far as they relate to exterior appearance, the architectural design of the building (both before and after the proposed work is done in cases of new construction, demolishing or razing a building or structure) including proposed materials, textures and colors, and the plat plan or site layout, including all site improvements or features such as walls, fences, walkways, terraces, landscaping, accessory buildings, paved areas, signs, lights, awnings, canopies, screening and other appurtenances. Façade and frontage yard types shall be specified along frontages in accordance with Table 12-2-25.10 (Façade Types) and Table 12-2-25.9 (Frontage Yard Types).

(F) *Appeals and Variances.* Appeals and variances shall be subject to Sec. 12-12-2 (appeals and variances).

(G) *Urban Design Standards and Guidelines.*

(a) *Building Height.*

(a) *Intent.* Within the overlay district, height for single family residential types will be measured in feet and multi-family, mixed-use and non-residential buildings will be measured in stories. Measuring height in stories rather than feet has numerous benefits which include: a) to provide greater creativity for a natural variety of roof forms; b) to recognize the need of different users, as commercial floor plates are different than residential floor plates; c) to remove the incentive to create short floorplates, and instead encourage more gracious floor-to-ceiling heights for environmental health, without penalizing property owners; and d) to

protect the historical proportions of Pensacola's community redevelopment areas.

(b) Maximum building heights for principal and accessory buildings shall be as defined by the Form Standards in Tables 12-2-25.3 to 12-2-25.8.

(c) Building height is measured as follows:

1. Where maximum height is specified, the measurement shall be taken from the finished grade at the front of the building.

2. Building height shall be measured in feet for single family residential types as defined in the Form Standards in Tables 12-2-25.3 to 12-2-25.8 and as follows:

a. For pitched roof buildings, to the bottom of the lowest eave of the principal structure.

b. For flat roof buildings, to the bottom of the parapet.

c. Minimum floor to ceiling height in single-family residential types shall be nine (9) feet per floor.

3. Building height shall be measured in stories for multi-family, mixed use and nonresidential buildings as follows:

a. Multi-family buildings shall be limited by ground floor story and above ground story height in accordance with Table 12-2-25.1:

Table 12-2-25.1 - Multi-family Story Height Requirements

Zoning Category	Ground Floor Story Height		Above Ground Story Height
	Max.	Min.	Max.
R-2A through C-3	16 ft.	12 ft.	14 ft.

b. Mixed use and non-residential buildings shall be limited by ground floor story and above ground story height in accordance with Table 12-2-25.2.

Table 12-2-25.2 - Mixed Use/Non-Residential Story Height Requirements

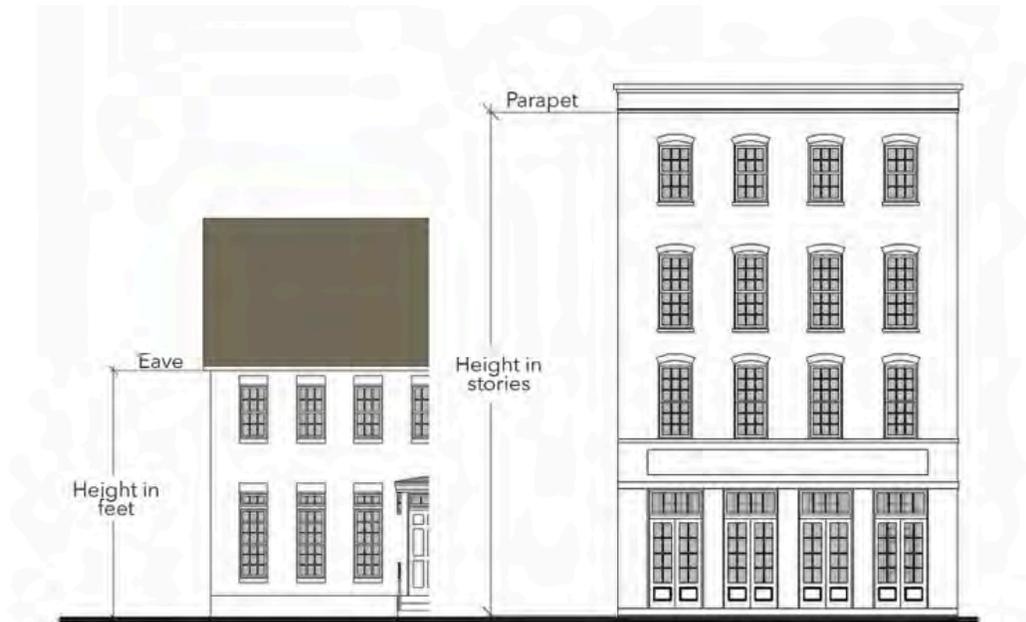
Zoning Category	Ground Floor Story Height		Above Ground Story Height
	Max.	Min.	Max.
R-1AAA through R-2A	16 ft.	12 ft.	14 ft.
R-NC, R-NCB and R-2	20 ft.	14 ft.	14 ft.
C-1, C-2, C-2A and C-3	24 ft.	14 ft.	14 ft.

c. Stories are measured from finished floor to finished floor with the exception of one (1) story buildings which shall be measured floor to ceiling.

d. Story heights which exceed the maximum permitted height specified in Tables 12-2-25.1 and 12-2-25.2 shall count as two (2) stories. Height defined within this subsection shall not supersede height as defined by the Florida Building Code.

4. See Illustration 12-2-25.1 for a depiction of height measurements in feet and stories.

Illustration 12-2-25.1 – Measuring Building Height



(d) Parking garages shall not exceed the height of the principal building on the site. Parking garages shall not be subject to floor to floor height requirements according to Sec. 12-2-25(G)(a)(c)3. Stand-alone parking garages shall only conform to the number of stories permitted within the Form Standards in Tables 12-2-25.3 to 12-2-25.8.

(e) *Roof Pitch.*

1. Gable or hipped roofs shall have a minimum pitch of 6:12 and a maximum pitch of 12:12.

2. Shed roofs shall have a minimum pitch of 4:12.

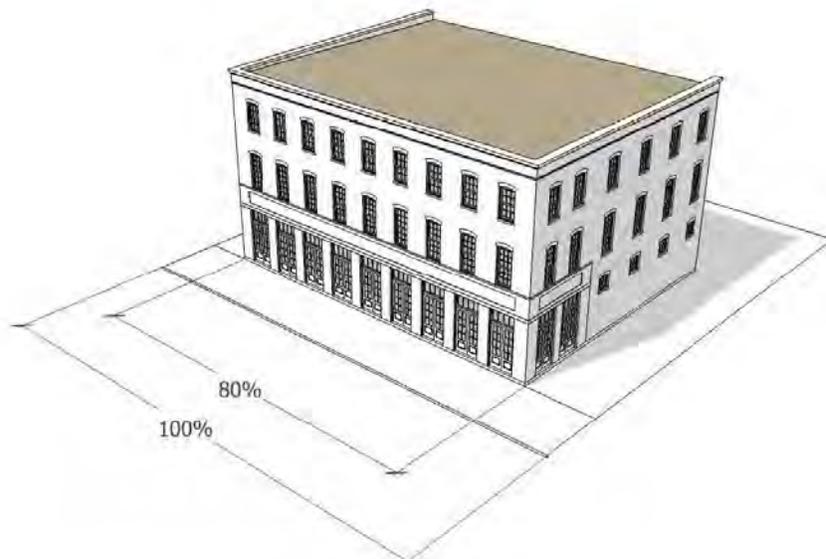
(b) *Building Orientation.*

(a) *Intent.* Buildings should have their principal pedestrian entrance along a street, pedestrian way or open space, with the exception of entrances off a courtyard, visible from public right-of-ways.

(b) Building frontage occupation shall conform to the Form Standards in Tables 12-2-25.3 to 12-2-25.8.

(c) Buildings shall be oriented so that the principal façade is parallel to the street it faces for the minimum building frontage occupation required in the Form Standards in Tables 12-2-25.3 to 12-2-25.8. See Illustration 12-2-25.2 for a depiction of minimum frontage occupation requirements.

Illustration 12-2-25.2 - Minimum Building Frontage Occupation



- (d) Lot width shall be measured along the right-of-way at the front property line. Lot width measurements at the building setback line and minimum lot area shall not apply.
- (e) Forecourts, courtyards and other such defined open spaces shall count towards minimum frontage requirements. See Illustration 12-2-25.3 for an illustration depicting minimum frontage occupation requirements with open space.

Illustration 12-2-25.3 - Minimum Building Frontage Occupation with Open Space

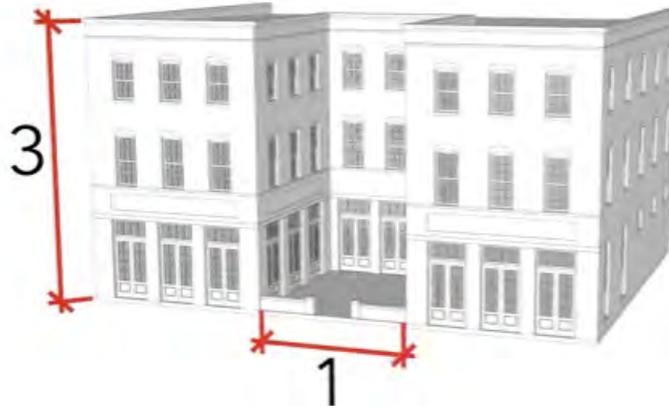


- (f) Ground floor units in multi-family residential buildings shall provide landscaping, walls, and/or fences that provide some privacy for the building.

(c) *Building Massing.*

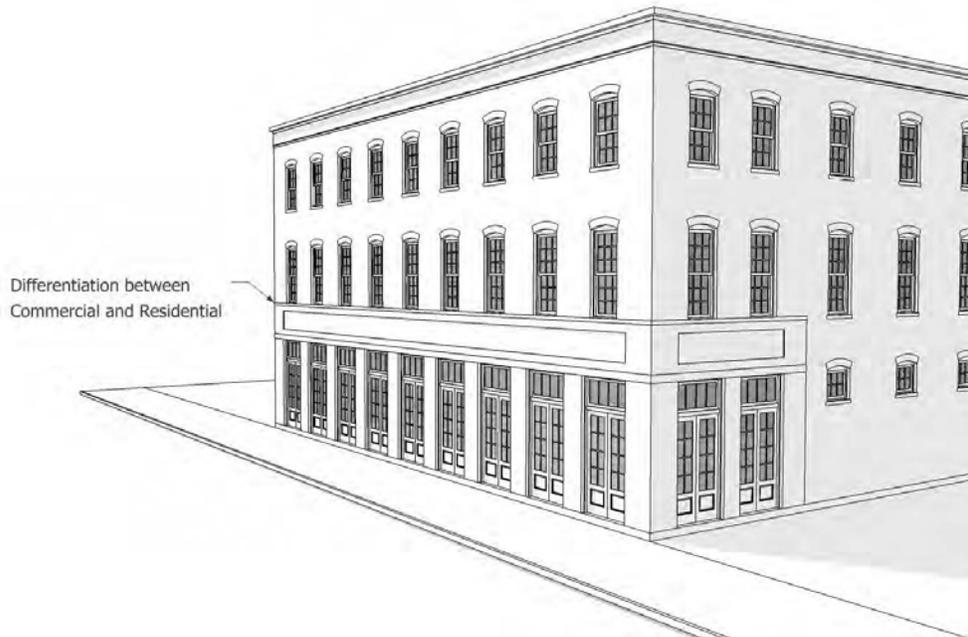
- (a) *Intent.* Buildings should be designed in proportions that reflect human-scaled pedestrian movement, and to encourage interest at the street level.
- (b) Where provided, multi-family building courtyards shall maintain a minimum width to height ratio of 1 to 3 in at least one dimension in order to avoid light well conditions. Courtyards should be wider than the minimum where possible. See Illustration 12-2-25.4 for depiction of courtyard ratio measurements.

Illustration 12-2-25.4 – Courtyard Height to Width Ratio Measurements



- (c) The design and façade treatment of mixed-use buildings shall differentiate commercial from residential uses with distinguishing expression lines (such as cornices, projections, banding, awnings, terraces, etc.), changes in fenestration, façade articulation and/or material changes. See Illustration 12-2-25.5 for depiction of mixed-use building differentiation of uses.

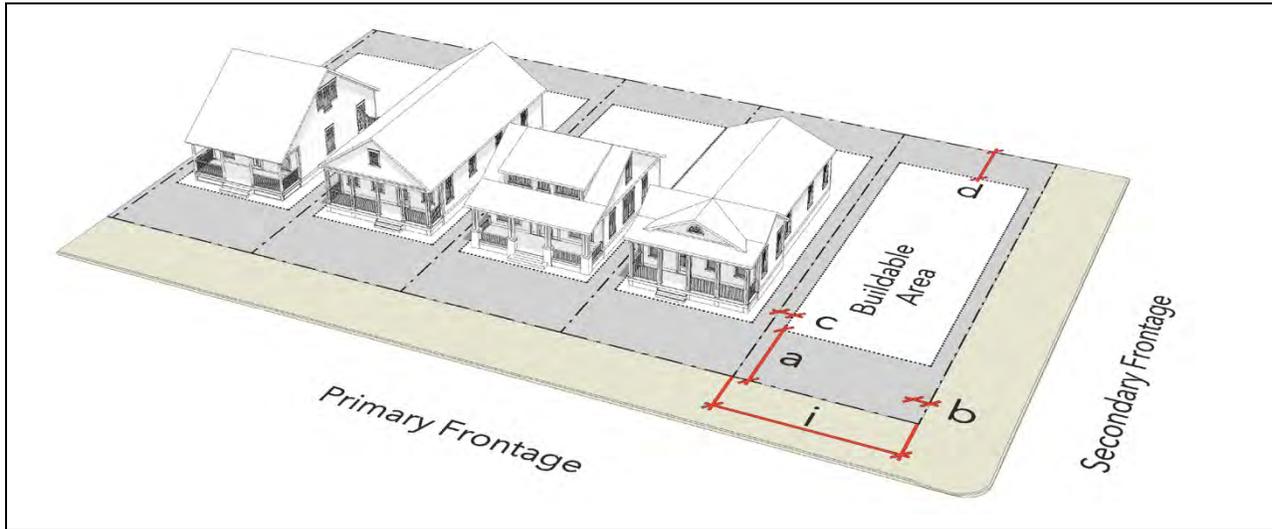
Illustration 12-2-25.5 – Mixed Use Building Differentiation of Uses



- (d) Single-family units shall be distinguished from abutting units with changes in unit entry, plane, color, materials, front porches, front stoops, fenestration, and/or building elements such as railings.
 - (e) All service and loading areas shall be entirely screened from public right-of-way as follows:
 - 1. Equipment shall be screened.
 - 2. If outdoor storage areas are separate from the building they serve, the fence materials shall be limited to masonry, concrete, stucco, wood, PVC and metal, excluding chain-link.
 - (f) HVAC and mechanical equipment are restricted as follows:
 - 1. They shall be prohibited in frontage yards.
 - 2. They shall be integrated into the overall building design and not be visible from adjoining streets and or open spaces.
 - 3. Through-wall units shall be prohibited along street frontages and open spaces, unless recessed within a balcony.
 - (g) Mechanical equipment on roofs shall be visually screened from the street with parapets or other types of visual screens of the minimum height necessary to conceal the same.
 - (h) Roof top parking shall be visually screened with articulated parapet walls or other architectural treatment.
 - (i) Exterior wall materials prohibited for all single-family residential types shall include:
 - 1. Corrugated metal panels; and
 - 2. Exposed concrete block.
 - (j) Material requirements contained within Sec. 12-2-82(C)(8)(Design standards and guidelines) shall apply within the CRA Urban Design Overlay District.
- (d) *Form Standards.*
- (a) Form standards within the CRA Urban Design Overlay District shall be as defined in Tables 12-2-25.3 to 12-2-25.8.
 - (b) Exceptions to Form Standards.

1. Front setbacks in R-1AAA, R-1AA, and R-1A shall not be less than the average setback of all frontage yards (front and exterior side yards) located on either side of the block face, up to the minimum front setback defined in Form Standards in Tables 12-2-25.3 and 12-2-25.5. In cases where no other dwellings exist within the block, the front setback shall be no less than the front setback defined in Form Standards in Tables 12-2-25.3 and 12-2-25.5.
2. Each single-family attached dwelling unit shall be located on its own lot. If a development requires subdivision procedures it shall be subject to and must comply with subdivision regulations as set forth in Chapter 12-8.
3. Where lot occupation and setback standards differ from the Dense Business Area (DBA), as defined in Chapter 12-14 (definitions), the standards in the DBA shall prevail.

Table 12-2-25.3 –Single Family Detached and Two-Family Attached (Duplex) Residential Building Types– R-1AAA through R-1A



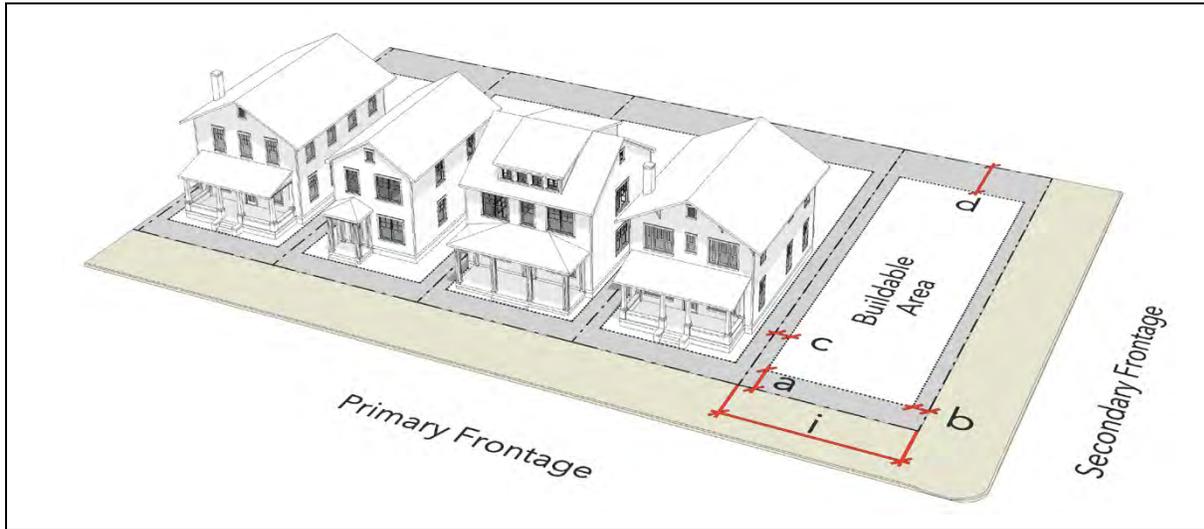
Setbacks - Principal Building (feet)		
a	Front	20 min.
b	Front, Secondary ⁽⁴⁾	5 min.
c	Side (Interior) ⁽⁴⁾	5 min.
d	Rear	30 min./ 20 min. (30' lots)
Frontage (min.)		
	Primary	45% / 40% (lots < 42')
Lot Occupation ⁽⁵⁾		
i	Lot Width ⁽³⁾	30 ft. min.
	Lot Coverage	50% max.
Building Height (max.)		
	Principal Building ⁽¹⁾	35 ft.
	Accessory Building ⁽¹⁾	24 ft.
Parking (min.)		
	Off-street ⁽²⁾	1/unit

Setbacks - Accessory Building (feet)		
a	Front	50 min.
b	Front, Secondary ⁽⁴⁾	5 min.
c	Side (Interior)	1 min.
d	Rear	3 min.
Frontage Yard Types		
Standard		Permitted
Shallow		Not Permitted
Urban		Not Permitted
Pedestrian Forecourt		Not Permitted
Vehicular Forecourt		Not Permitted
Facade Types		
Porch		Permitted
Stoop		Not Permitted
Common Entry		Not Permitted
Gallery		Not Permitted
Storefront		Not Permitted

Notes:

- (1) Measured according to Section 12-2-25(G)(a)(c).
- (2) See Section 12-2-25(G)(h)(b) for exceptions.
- (3) Lot width shall only be measured from the right-of-way line. Lot width at the building setback line shall not apply.
- (4) Minimum setback for thirty-foot (30') lots shall be three (3) feet measured from the finished wall or the minimum setback required per applicable Florida Building Code.
- (5) Minimum lot area shall not apply.

Table 12-2-25.4 –Single-Family Detached and Two-Family Attached (Duplex) Residential Building Types– R-1B through C-3



Setbacks - Principal Building (feet)

a	Front	8 min. / 20 max.
b	Front, Secondary ⁽⁴⁾	5 min.
c	Side (Interior) ⁽⁴⁾	5 min.
d	Rear	25 min./20 min. (30' lots)

Frontage (min.)

Primary	45% / 40% (lots < 42')
---------	------------------------

Lot Occupation⁽⁵⁾

i	Lot Width ⁽³⁾	30 ft. min.
	Lot Coverage	50% max.

Building Height (max.)

Principal Building ⁽⁴⁾	35 ft.
Accessory Building ⁽⁴⁾	24 ft.

Parking (min.)

Off-street ⁽²⁾	1/unit
---------------------------	--------

Setbacks - Accessory Building (feet)

a	Front	50 min.
b	Front, Secondary ⁽⁴⁾	5 min.
c	Side (Interior)	1 min.
d	Rear	3 min.

Frontage Yard Types

Standard	Permitted
Shallow	Permitted
Urban	Not Permitted
Pedestrian Forecourt	Not Permitted
Vehicular Forecourt	Not Permitted

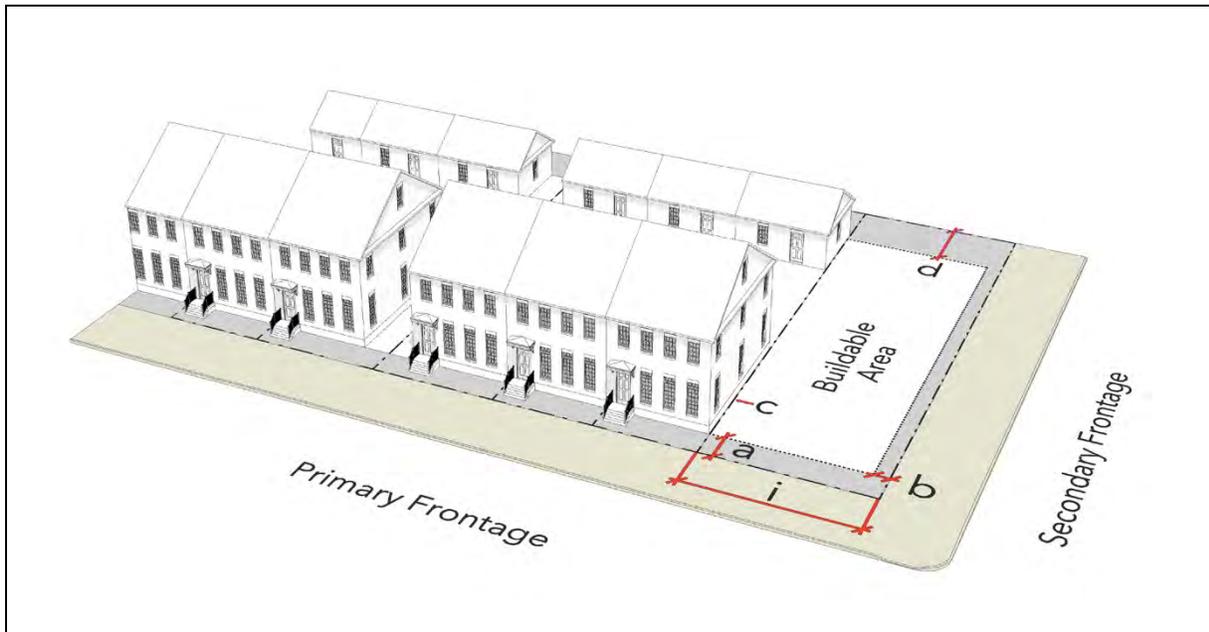
Facade Types

Porch	Permitted
Stoop	Not Permitted
Common Entry	Not Permitted
Gallery	Not Permitted
Storefront	Not Permitted

Notes:

- ⁽¹⁾ Measured according to Section 12-2-25(G)(a)(c).
- ⁽²⁾ See Section 12-2-25(G)(h)(b) for exceptions.
- ⁽³⁾ Lot width shall only be measured from the right-of-way line. Lot width at the building setback line shall not apply.
- ⁽⁴⁾ Minimum setback for thirty-foot (30') lots shall be three (3) feet measured from the finished wall or the minimum setback required per applicable Florida Building Code.
- ⁽⁵⁾ Minimum lot area shall not apply.

Table 12-2-25.5 –Single-Family Attached (Townhouse) Residential Building Types – R-1AA through C-3



Setbacks - Principal Building (feet)

a	Front	8 min.
b	Front, Secondary	5 min.
c	Side (Interior) ⁽¹⁾	0 or 5 min.
d	Rear	25 min.

Frontage (min.)

Primary	80%
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Lot Occupation ⁽³⁾

i	Lot Width	16 ft. min.
	Lot Coverage	75% max.

Building Height (max.)

Principal Building ⁽²⁾	45 feet
Accessory Building ⁽²⁾	24 feet

Parking (min.)

Off-street	1/unit
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Setbacks - Accessory Building (feet)

a	Front	50 min.
b	Front, Secondary	5 min.
c	Side (Interior)	1 min.
d	Rear	3 min.

Frontage Yard Types

Standard	Not Permitted
Shallow	Permitted
Urban	Not Permitted
Pedestrian Forecourt	Not Permitted
Vehicular Forecourt	Not Permitted

Facade Types

Porch	Permitted
Stoop	Permitted
Common Entry	Not Permitted
Gallery	Not Permitted
Storefront	Not Permitted

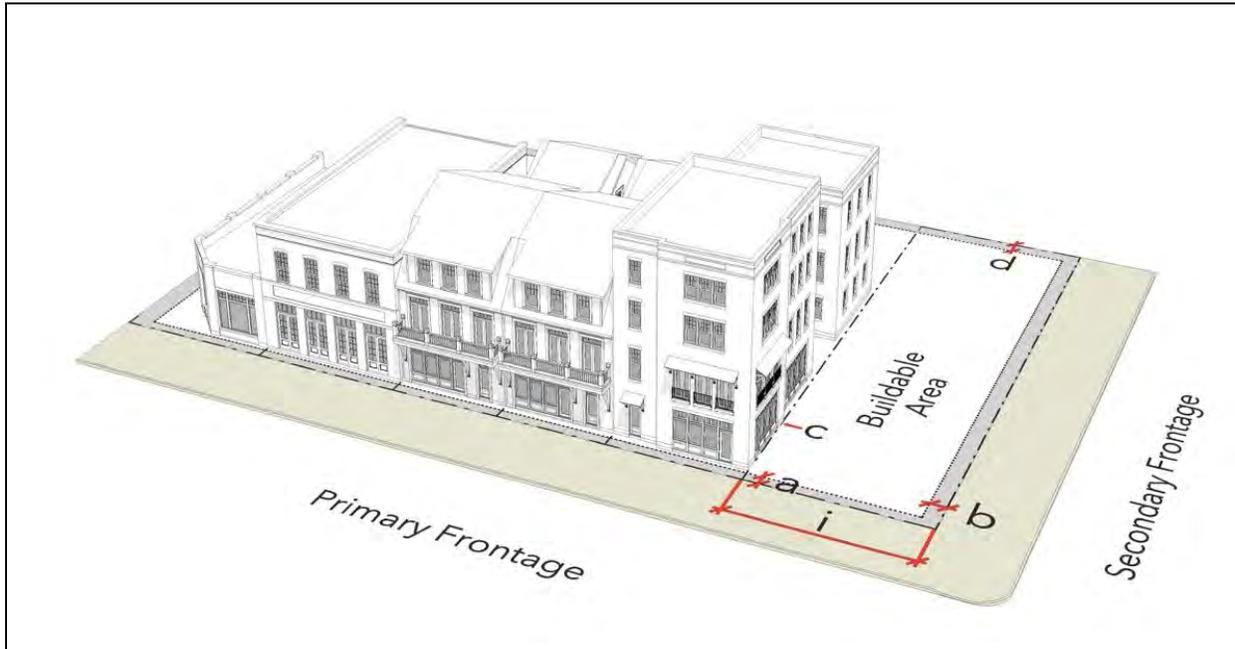
Notes:

⁽¹⁾ Zero foot min (attached/zero lot line buildings)/ 5 foot min (detached buildings).

⁽²⁾ Measured according to Section 12-2-25(G)(a)(c).

⁽³⁾ Minimum lot area shall not apply.

Table 12-2-25.6 – Multi-Family, Mixed Use, Neighborhood Commercial and Commercial Building Types – R-2A through C-1



Setbacks - Principal Building (feet)

a	Front (Com./Res.) ⁽¹⁾	5 max. / 15 max.
b	Front, Secondary (Com./Res.)	5 max. / 15 max.
c	Side (Interior) ⁽³⁾	0 or 5 min.
d	Rear	none

Frontage (min.)

Primary	80%
---------	-----

Lot Occupation ⁽⁴⁾

i	Lot Width	16 ft. min.
	Lot Coverage	75% max.

Building Height (max.)

Principal Building ⁽²⁾	4 stories
Accessory Building	N/A

Off-street Parking (min.)

Residential	1/unit
Commercial	Per Sec. 12-2-25(G)(h)

Notes:

- ⁽¹⁾ Lots within the Dense Business Area shall be permitted the lesser front setback.
- ⁽²⁾ Measured according to Section 12-2-25(G)(a)(c).
- ⁽³⁾ Zero foot min (attached/zero lot line buildings)/ 5 foot min (detached buildings).
- ⁽⁴⁾ Minimum lot area shall not apply.

Setbacks - Accessory Building (feet)

Front	N/A
Front, Secondary	N/A
Side (Interior)	N/A
Rear	N/A

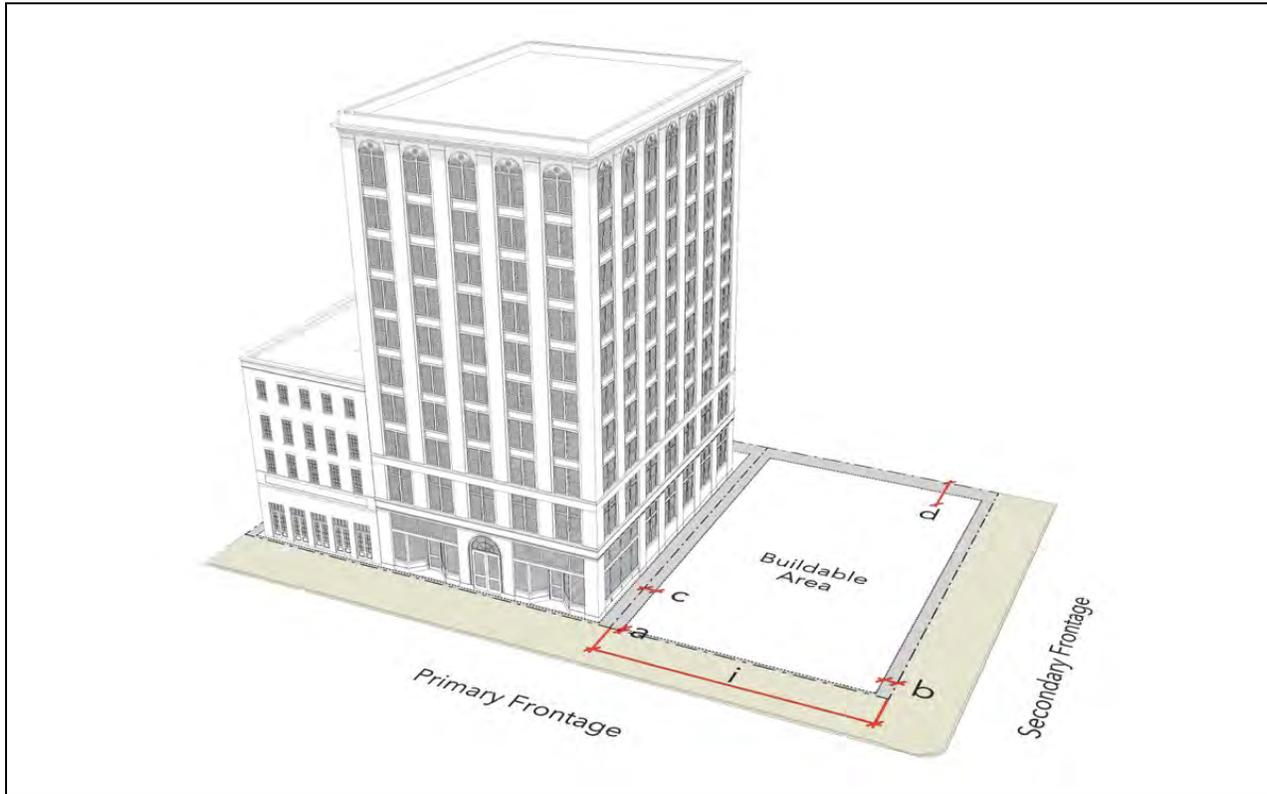
Frontage Yard Types

Standard	Not Permitted
Shallow	Permitted
Urban	Permitted
Pedestrian Forecourt	Permitted
Vehicular Forecourt	Permitted

Facade Types

Porch	Not Permitted
Stoop	Permitted
Common Entry	Permitted
Gallery	Permitted
Storefront	Permitted

Table 12-2-25.7 –Multi-Family, Mixed Use and Commercial Building Types –C-2A, C-2, C-3*



Setbacks - Principal Building (feet)

a	Front (Com./Res) ⁽¹⁾	5 max. / 15 max.
b	Front, Secondary (Com./Res)	5 max. / 15 max.
c	Side (Interior) ⁽³⁾	0 or 5 min.
d	Rear	none

Frontage (min.)

Primary	80%
---------	-----

Lot Occupation ⁽⁴⁾

i	Lot Width	16 ft. min.
	Lot Coverage	100% max.

Building Height (max.)

Principal Building ⁽²⁾	10 stories
Accessory Building	N/A

Off-street Parking (min.)

Residential	1/unit
Commercial	Per Sec. 12-2-25(G)(h)

Notes:

- ⁽¹⁾ Lots within the Dense Business Area shall be permitted the lesser front setback.
- ⁽²⁾ Measured according to Section 12-2-25(G)(a)(c).
- ⁽³⁾ Zero foot min (attached/zero lot line buildings)/ 5 foot min (detached buildings).
- ⁽⁴⁾ Minimum lot area shall not apply.

Setbacks - Accessory Building (feet)

Front	N/A
Front, Secondary	N/A
Side (Interior)	N/A
Rear	N/A

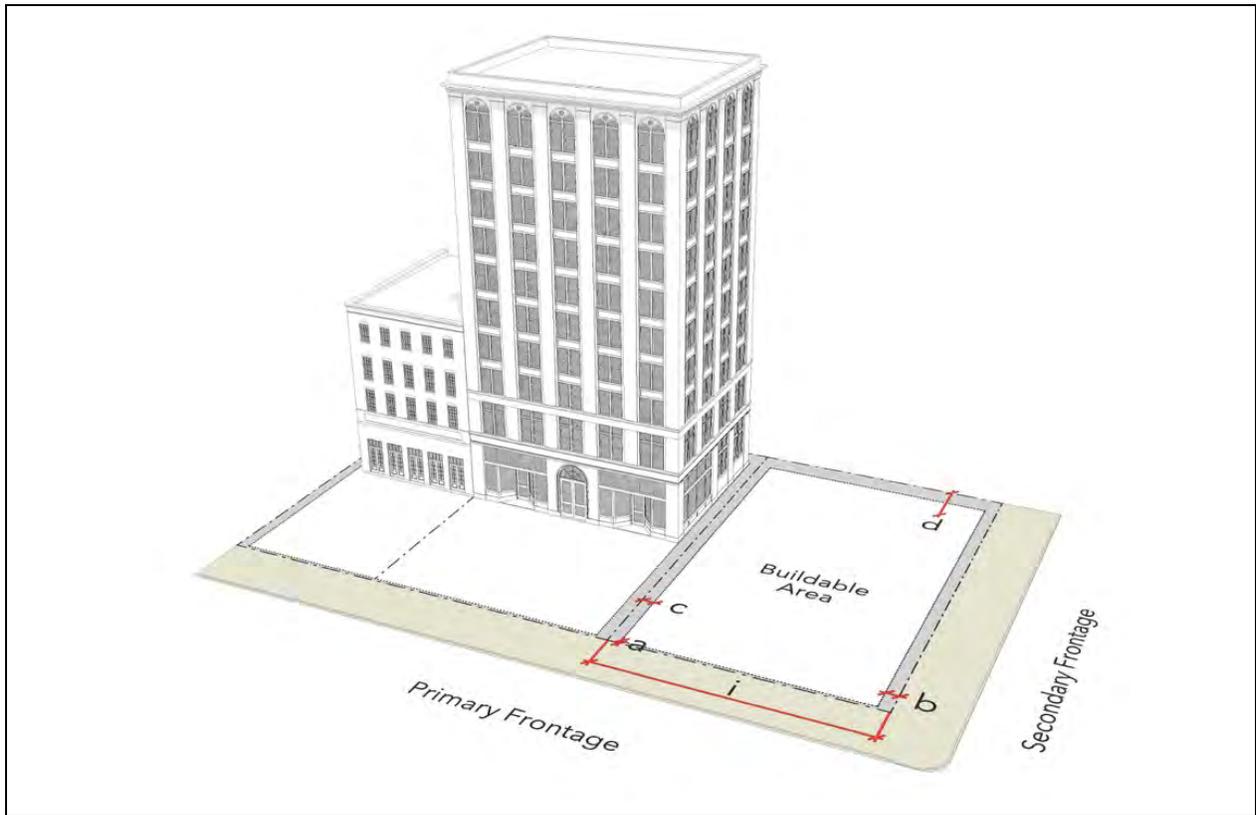
Frontage Yard Types

Standard	Not Permitted
Shallow	Permitted
Urban	Permitted
Pedestrian Forecourt	Permitted
Vehicular Forecourt	Permitted

Facade Types

Porch	Not Permitted
Stoop	Not Permitted
Common Entry	Permitted
Gallery	Permitted
Storefront	Permitted

Table 12-2-25.8 – Hybrid Commercial: Multi-family, Mixed Use and Commercial Building Types - C-3 along C3C FDOT Context Zone)



Setbacks - Principal Building (feet)

a	Front	60 max.
b	Front, Secondary	40 max.
c	Side (Interior) ⁽²⁾	0 or 5 min.
d	Rear	none

Frontage (min.)

Primary	60%
---------	-----

Lot Occupation ⁽³⁾

i	Lot Width	16 ft. min.
	Lot Coverage	100% max.

Building Height (max.)

Principal Building ⁽¹⁾	10 stories
Accessory Building	N/A

Off-street Parking (min.)

Residential	1/unit
Commercial	Per Sec. 12-2-25(G)(h)

Notes:

- ⁽¹⁾ Measured according to Section 12-2-25(G)(a)(c).
- ⁽²⁾ Zero foot min (attached/zero lot line buildings)/ 5 foot min (detached buildings).
- ⁽³⁾ Minimum lot area shall not apply.

Setbacks - Accessory Building (feet)

Front	N/A
Front, Secondary	N/A
Side (Interior)	N/A
Rear	N/A

Frontage Yard Types

Standard	Not Permitted
Shallow	Permitted
Urban	Permitted
Pedestrian Forecourt	Permitted
Vehicular Forecourt	Permitted

Facade Types

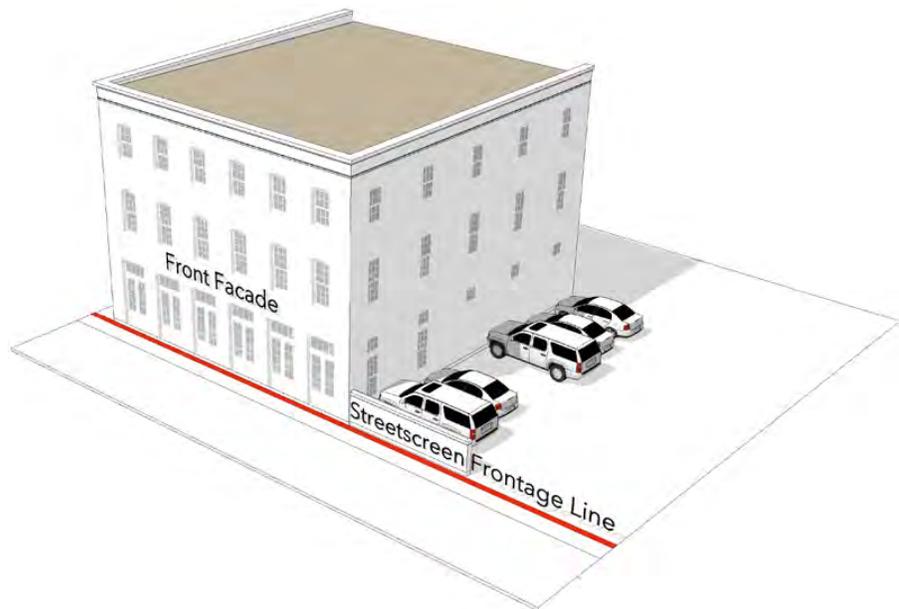
Porch	Not Permitted
Stoop	Not Permitted
Common Entry	Permitted
Gallery	Permitted
Storefront	Permitted

(e) *Frontage Types.*

- (a) *Intent.* New buildings proposed for existing neighborhoods should be compatible with or complement the architectural character and siting pattern of neighboring buildings. Maintaining a consistent street-wall is a fundamental component for a vibrant pedestrian life and a well-defined public realm. Buildings closely aligned to the street edge with consistent setbacks, provide a clear sense of enclosure of streets, enabling them to function as pedestrian-scaled outdoor rooms. The placement of buildings along the edge of the sidewalk should be given particular attention as it is that portion of the buildings that is the primary contributor to pedestrian activity.
- (b) Frontage yard type shall be selected and specified along frontages in accordance with the Frontage Yard Types in Table 12-2-25.9, and subject to the standards and guidelines in this Section, including the Form Standards in Tables 12-2-25.3 to 12-2-25.8.
- (c) In addition to the frontage yard type standards contained within Table 12-2-25.9, the following shall be required:
 - 1. Frontage yards shall be wholly open to the sky and unobstructed, except for trees, roof projections, and permitted encroachments attached to principal buildings and/or accessory buildings.
 - 2. Impervious surfaces and walkways in frontage yards shall be subject to the following requirements:
 - a. Where single family attached units occupy a common site, each attached single-family unit with an entrance towards a frontage shall have a walkway connecting the sidewalk to the attached single-family entrance. See Table 12-2-25.9.A (Frontage Yard Types - Shallow Yard) for an illustration depicting single family attached walkway connections.
 - b. At cluster courts, the shared court shall have a walkway connecting the sidewalk at the primary frontage with building entries. See Table 12-2-25.9.B (Frontage Yard Types - Cluster Court) for an illustration depicting cluster court walkway connections.

3. For multi-family, mixed use and non-residential types, any portion of a frontage not occupied by buildings, driveways, or walkways shall be lined with a streetscreen as follows:
 - a. Streetscreens shall meet the fencing and wall standards according to the Frontage Yard Types specified in Table 12-2-25.9.
 - b. Streetscreens, up to 24 feet long, shall count towards minimum frontage requirements.
 - c. Streetscreens shall be coplanar with the primary building façade, as depicted in Illustration 12-2-25.6 below.

Illustration 12-2-25.6 – Streetscreen Illustrated



4. Street trees and landscaping in frontage yards shall comply with the requirements of Sec. 12-2-25(H).
5. Stormwater ponds shall be prohibited along frontages.
6. Frontage yard setbacks shall be as follows:
 - a. Buildings shall be set back in accordance with the Form Standards specified in Tables 12-2-25.3 to 12-2-25.8.
 - b. Where maximum setbacks are specified, they pertain only to the amount of building façade required to meet the minimum building frontage occupation

requirements defined in the Form Standards specified in Tables 12-2-25.3 to 12-2-25.8.

Table 12-2-25.9 – Frontage Yard Types

A. Standard Yard (Fenced or not)	
Illustration	
Surface	50% minimum shall be pervious material. A minimum of one (1) tree is required per Section 12-2-25(F)(A). Paving is limited to walkways, and driveways.
Walkways	One (1) per frontage connecting the sidewalk at the primary frontage with building entries.
Fencing	Permitted along frontage lines, and according to Section 12-2-25(E)(H).
B. Cluster Court	
Illustration	
Surface	A minimum 50% of the court shall be landscaped with ground cover, trees, or understory trees. Paving is limited to walkways, and driveways.
Walkways	Court shall be a minimum 20 feet wide and a min. 1,000 sq.ft. in size, and shall have a walkway connecting the sidewalk at the primary frontage with building entries.
Fencing	Permitted except along street frontages, fronted by a shared court, according to Section 12-2-25(E)(H).

C. Shallow Yard

<p>Illustration</p>	
<p>Surface</p>	<p>Maximum setback of eight (8) feet. 50% minimum shall be landscaped in R-1A, and R-1B and up to 100% may be paved in R-NC and R-NCB.</p>
<p>Walkways</p>	<p>1 per frontage connecting the sidewalk at the primary frontage with building entries.</p>
<p>Fencing</p>	<p>Permitted interior to the building setback line at primary street frontages. Permitted at or interior to secondary street frontage lines according to Section 12-2-25(E)(H).</p>

D. Urban Yard

<p>Illustration</p>	
<p>Surface</p>	<p>Shall be paved at sidewalk grade.</p>
<p>Walkways</p>	<p>Shall be paved at sidewalk grade. Vegetation is permitted in raised containers.</p>
<p>Fencing</p>	<p>Not permitted</p>

E. Pedestrian Forecourt

<p>Illustration</p>	
<p>Surface</p>	<p>Minimum 80% paving-</p>
<p>Fencing</p>	<p>Permitted at or interior to building setback lines and according to Section 12-2-25(E)(H).</p>
<p>Area</p>	<p>Forecourt: A minimum 20 ft. wide up to 30% of the allowable frontage, and a maximum 50 ft. deep.</p>
<p>Activation</p>	<p>Shall be lined with habitable space on 3-sides, or on 2-sides at corner sites.</p>

F. Vehicular Forecourt

<p>Illustration</p>	
<p>Surface</p>	<p>Driveway shall be paved at sidewalk grade. The remainder of front setback may be paved or landscaped.</p>
<p>Fencing</p>	<p>Low wall, maximum 24 inches high, of either brick, or stone is permitted.</p>
<p>Area</p>	<p>Forecourt: 4,200 sq.ft. maximum</p>
<p>Activation</p>	<p>Shall be lined with habitable space on 3-sides, or on 2-sides at corner sites.</p>

(f) *Building Elements.*

- (a) *Intent*. Buildings should be architecturally articulated with such elements as distinguishing expression lines, changes in fenestration, material and/or color and designed in proportions that reflect human-scaled pedestrian movement to encourage interest at the street level.
- (b) *Façade Types*. Façade Types shall be as follows:
 - 1. Porches, stoops, common entries, galleries and storefronts shall constitute allowable Façade Types as defined in Table 12-2-25.10 in accordance with the Form Standards in Tables 12-2-25.3 to 12-2-25.8.
 - 2. Façade Types shall be selected and specified along frontages in accordance with Table 12-2-25.10.
 - a. Porches shall not be required for single family detached and two family (duplex).
 - 3. Projections into setbacks shall be permitted as follows:
 - a. Roof overhangs, cornices, window and door surrounds and other facade decoration may project up to two (2) feet.
 - b. Where permitted, shading devices may project into the front setback up to the property line with a minimum eight (8) foot clearance.
 - c. Balconies may project up to three (3) feet.
 - d. Bay windows may project up to three (3) feet.
 - e. Porches and stoops may project in accordance with the Façade Types defined in Table 12-2-25.10.
 - f. Projections shall not, in any instance, exceed beyond the property line.

Table 12-2-25.10 – Façade Types

A: Porch	
Entry Grade	Minimum 18 inches above finished grade
Requirements	<ul style="list-style-type: none"> • Required at the primary building entrance. • Porches shall be a minimum 6 feet in depth. • Porches and related structures may project into front setbacks a maximum 10 feet. • Porch openings shall be vertical in proportion. • Porches shall be a maximum 10 feet in height. Columns shall have a minimum diameter of six (6) inches, and should have a capital and a base.
	
B: Stoop	
Entry Grade	Minimum 34 inches above finished grade
Requirements	<ul style="list-style-type: none"> • A stoop is required at building entrances, projecting from the facade. • Wood is prohibited for stoop railings. • Stoops and related structures may project into front setbacks up to 100%.
	
C: Common Entry	
Entry Grade	Minimum 18 inches and a maximum 24 inches above finished grade
Requirements	<ul style="list-style-type: none"> • A single collective entry to a multi-family lobby is required at the primary building entrance. • Canopies and awnings are permitted to project into front setbacks up to 100% of their depth.
	

D: Gallery	
Entry Grade	At sidewalk grade
Requirements	<ul style="list-style-type: none"> • Where a gallery occurs, it is required along a minimum of 80% of the frontage. • Encroachments are permitted according to Section 12-2-25(E)(G). • Awnings are not permitted in galleries. 

E: Storefront	
Entry Grade	At sidewalk grade
Requirements	<ul style="list-style-type: none"> • A storefront is required at the primary entrance of the tenant space. Storefronts are permitted according to Section 12-2-25(G)(f)(d). 

- (c) *Building Entries*. Building entries shall be as follows:
1. Building entrances shall be clearly visible from the street.
 2. One (1) building entry shall be provided every eighty (80) feet of facade leading to a habitable space.
 3. Building entries for mixed use buildings shall differentiate entrances for residential and commercial uses.
 4. Entries for multi-family buildings shall provide protection from the elements with canopies, marquees, recesses or roof overhangs.
 5. Residential building entries shall be restricted as follows:

- a. Single family and multi-family residential buildings shall be raised above finished grade, at the front of the building, according to Façade Types defined in Table 12-2-25.10.
 - b. In no instance shall single-family and multi-family residential building entries be raised less than eighteen (18) inches above finished grade.
 - c. Entry grade shall be measured from the finished grade to the first finished floor.
6. Mixed-use and commercial building entries shall be at sidewalk grade.

(d) *Storefronts.*

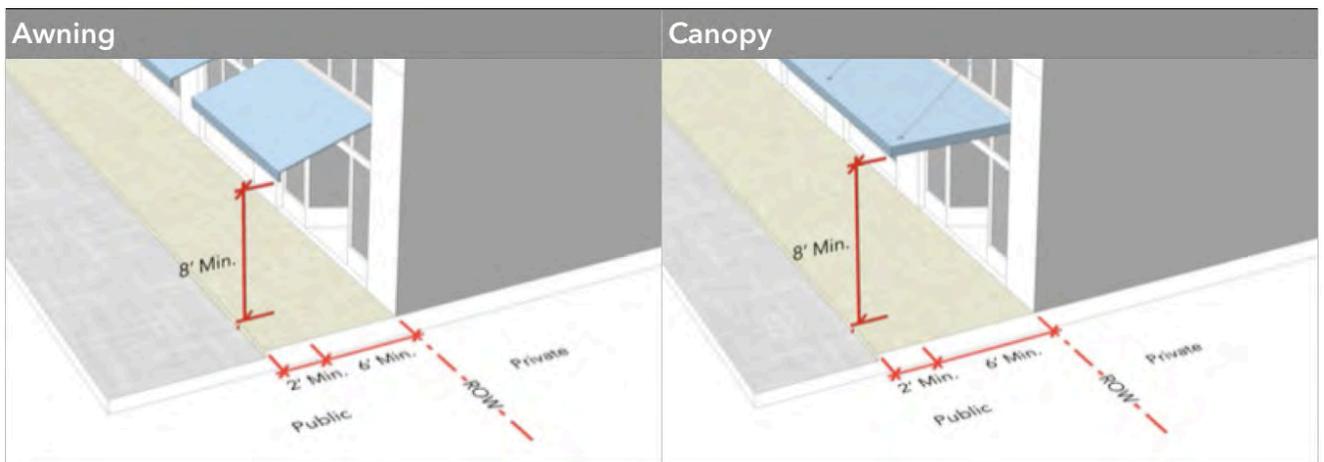
1. Intent. Storefronts should be architecturally articulated through the varied use of high-quality durable materials, display windows, entrances, awnings and buildings signs. Their signage, glazing and doors should be conceived as a unified design. High quality, durable materials are especially important at street level within reach of pedestrians.
2. Storefronts shall provide a minimum of 70% glazing (void to solid ratio of surface area along principal facades at the ground level).
3. Extruded aluminum storefront frames are discouraged, and where used, shall present a simple, relatively flat profile to avoid heavily extruded profiles.
4. Opaque, smoked, and reflective glass on storefront windows shall be prohibited. Low-E shall be permitted as per Florida Building Code.
5. Materials for storefronts shall consist of stone, brick, concrete, stucco, metal, glass, cementitious siding and/or wood. Construction detail and finish shall adhere to craftsman standards.
6. Outdoor dining areas on sidewalks and/or within the public right-of-way shall be permitted subject to the following standards:
 - a. Outdoor dining areas shall be separated from public walkways and streets using railings, fences, bollards, planters, and/or landscaping.

- b. A minimum unobstructed pedestrian path of at least six (6) feet wide shall be provided along public right-of-ways.
- c. Outdoor dining areas within the public right-of-way shall comply with Sec. 12-12-7 (license to use).

(g) *Building Encroachments.*

- (a) Encroachments located within the public right-of-way shall comply with Sec. 12-12-7 (license to use), Sec. 12-2-35 (visibility triangle) and any clearance standards established by the Engineering Division of the City of Pensacola Public Works and Facilities Department and the Florida Greenbook.
- (b) Awnings for storefronts and canopies are not subject to Sec. 12-12-7 (license to use) but shall be restricted as follows:
 1. Awning and canopies may project into the public right-of-way, up to a maximum of two (2) feet from the curb.
 2. Awnings and canopies shall be a minimum of six (6) feet in depth and have a minimum of eight (8) feet of vertical clearance. See Illustration 12-2-25.7 for a depiction of awning and canopy encroachment measurements.

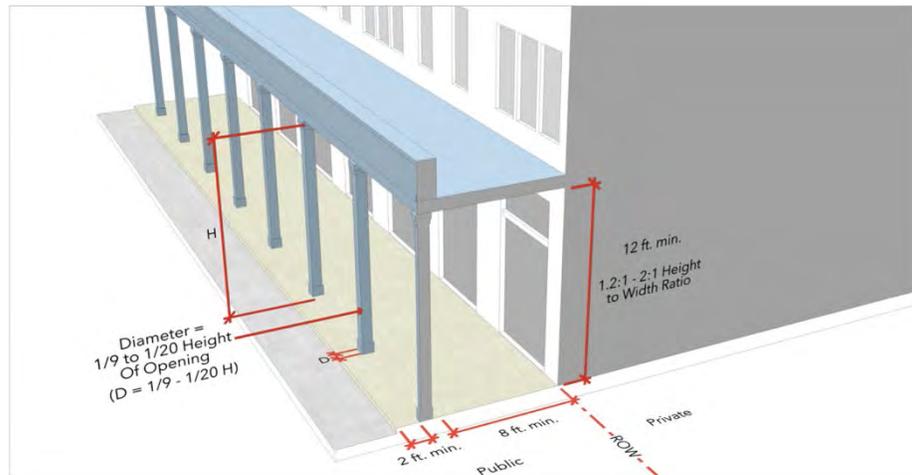
Illustration 12-2-25.7 – Awning and Canopy Encroachment Measurements



(c) Galleries shall be restricted as follows:

1. Galleries shall be subject to and shall comply with Sec. 12-12-7 (license to use).
2. Galleries shall not alter height or width along a building façade.
3. Galleries shall be a minimum of 8 feet in depth and a minimum of 12 feet in height, maintaining a 1.2:1 to a 2:1 height to width ratio, as depicted in Illustration 12-2-25.8.
4. Gallery columns should have a diameter between 1/9th and 1/20th their height, measured from the base to the bottom of the entablature, as depicted in Illustration 12-2-25.8, and should have a capital and a base.
5. Galleries should encroach into building setbacks.
6. Galleries should encroach over sidewalks.
7. Where galleries encroach over sidewalks, they shall not extend beyond a maximum of two (2) feet from the curb, as depicted in Illustration 12-2-25.8.

Illustration 12-2-25.8 - Gallery Encroachments



(h) *Parking Access, Design and Reductions.*

(a) Intent. The intent of these standards is to guide the placement and design of parking, when it is provided. Vehicular parking spaces should be carefully integrated to avoid the negative impacts of large surface parking areas on the pedestrian environment. In general, parking supply should be shared by multiple users and property owners to facilitate the ability to "park once and walk". On-street parallel parking is encouraged on both sides of the street to provide a supply of convenient shared parking, and as a means to provide a protective buffer for pedestrians on the sidewalk. Where surface parking is permitted, it should be hidden or screened from the pedestrian realm by use of garden walls and narrow landscape edges. Parking garages, where provided, should be masked from frontages by liner buildings no less than 24 feet in depth. They are encouraged to be designed for possible future conversion to other non-parking functions, including office, residential and/or commercial use.

(b) All parking access and design shall comply with the Form Standards in Tables 12-2-25.3 to 12-2-25.8 and the following:

1. Parking standards in the Dense Business Area (DBA) defined in Chapter 12-14 (definitions) shall take precedence over the Form Standards in Tables 12-2-25.3 to 12-2-25.8 and those included in this subsection.

2. Minimum parking requirements are as follows:

a. Parking requirements shall be in accordance with Sec. 12-3-1(B) (parking requirements for specific land uses) with the following exception:

(1) Off-street parking requirements for residential use types shall be one (1) space per unit unless otherwise exempted.

b. Shared parking shall be according to Sec. 12-3-1(D) (off-site parking).

c. Parking reductions shall be calculated according to Table 12.3-1 (Downtown Pensacola CRA Parking Reductions).

d. Lots thirty (30) feet or less in width shall not be subject to minimum parking requirements, except for:

- (1) Lots fronting streets where on-street parking is not permitted.
- e. Lots less than forty-two (42) feet wide shall be accessed from a rear lane, where possible. Where not possible, the following exceptions shall be permitted, in coordination with the Engineering Division of the City of Pensacola Public Works and Facilities Department:
 - (1) Parking in the rear of the lot, subject to accessory structure setbacks as defined within the Form Standards in Tables 12-2-25.3 to 12-2-25.8. Shared driveways are encouraged.
 - (2) A single-car garage, subject to the minimum frontage occupation requirements defined within the Form Standards in Tables 12-2-25.3 to 12-2-25.8.
 - (3) Driveways shall be exempt from minimum width and spacing requirements defined in Sec. 12-2-25(I)(b)(d).
 - f. Lots shall be accessed through a rear lane when the development is over 75% of the block.
3. Vehicular parking location is restricted as follows:
 - a. *Single family residential types.*

- (1) Residential off-street parking, where required, shall be provided within garages, carports or on driveways for all single family residential types.
- (2) Uncovered parking shall be permitted the entire length of the driveway, including within the front setback, but not beyond the property line.
- (3) *Single-family detached and two-family (duplex) Off-street Parking.*
 - a. Covered or garage parking for single-family detached and two-family (duplex) buildings shall be setback a minimum twenty (20) feet behind the principal building façade. See Illustration 12-2-25.9 for a depiction of covered parking placement for single family detached and two-family attached (duplex) buildings.

Illustration 12-2-25.9 – Garage Locations Illustrated



- b. The outer edge of driveways shall be placed a maximum of two feet from either side property line. See Illustration 12-2-25.10 for a depiction of driveway placement for single family detached and two-family attached (duplex) buildings on 30' wide lots.

Illustration 12-2-25.10 – Driveway Locations Illustrated



- (4) *Single-family attached*. Off-street parking for single-family attached residential types shall only be permitted in the rear 50% of the lot.

- (5) Tandem parking is encouraged.
- (6) Shared driveways are encouraged.

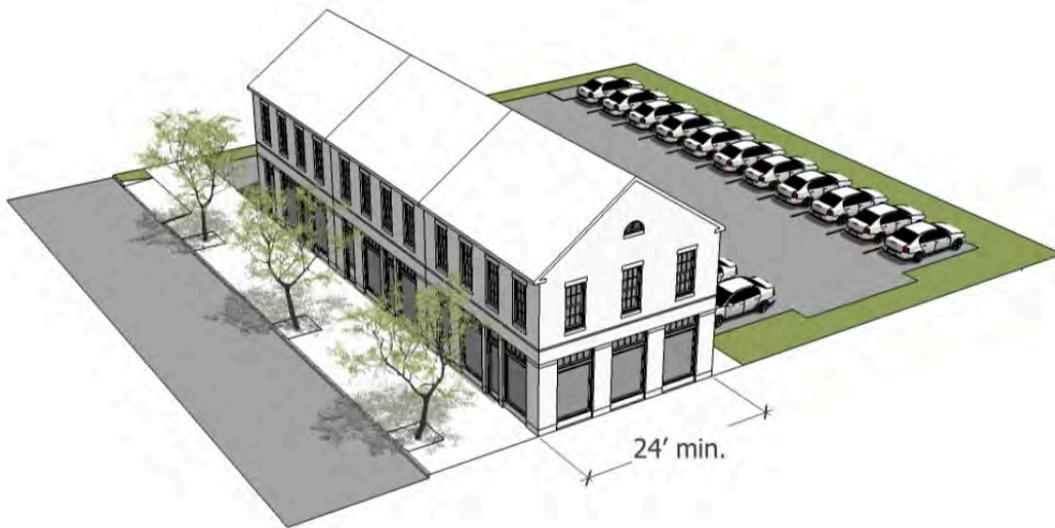
b. Multi-family, mixed use and non-residential types.

(1) *Off-street* parking shall not be permitted within the front setback area. Exceptions include:

a. Properties adjacent to a thoroughfare identified as an FDOT C3C Suburban Commercial Context Classification Zone as defined within Sec. 12-2-25(I)(a)b (context classification). Such properties shall conform to the Form Standards according to Table 12-2-25.8 (Hybrid Commercial).

(2) Off-street parking shall be masked from frontages by liner buildings no less than 24 feet in depth to achieve the minimum frontage occupation. See Illustration 12-2-25.11 depicting off-street parking lot masking with liner buildings and Section 12-2-25(G)(e)(C)(3) for permitted streetscreen requirements.

Illustration 12-2-25.11 – Parking Lot Masking with Liner Buildings



(3) The ground floor of commercial buildings with a gross floor area less than 1,500 square feet shall be exempt from parking requirements.

4. Bicycle parking.

a. Minimum bicycle parking requirements shall be as follows:

(1) Bicycle parking shall not be required for single-family residential or multi-family residential with less than eight (8) units.

(2) Bicycle parking requirements shall be according to Table 12-2-25.11.

Table 12-2-25.11 - Minimum Required Bicycle Parking

Building Type	Location	R-2A through C-2A	C-2, C-3*
Multi-Family	Primary & Secondary Frontages	Minimum 0.25 spaces per unit	Minimum 0.50 spaces per unit
Non-Residential	Primary & Secondary Frontages	Minimum 0.50 spaces per 1,000 square feet	Minimum 0.75 spaces per 1,000 square feet

*Excluding C3C Context Zones.

(3) Bicycle parking locations within the public right-of-way shall be coordinated with the Engineering Division of the City of Pensacola Public Works and Facilities Department and subject to Sec. 12-12-7 (license to use), and minimum clearance distances.

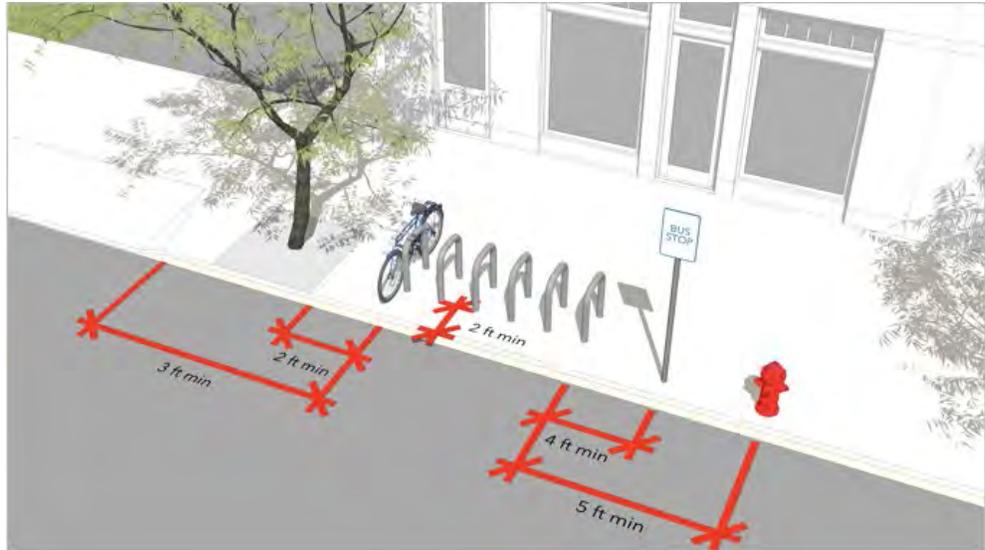
b. Bicycle parking configuration shall be as follows:

(1) Bicycle racks shall not be located within:

- a. Five (5) feet of fire hydrants.
- b. Four (4) feet of loading zones and bus stop markers
- c. Three (3) feet of driveways and manholes
- d. Two (2) feet of utility meters and tree planters

See Illustration 12-2-25.12 for a depiction of bicycle parking clearances.

Illustration 12-2-25.12 – Bicycle Rack Clearances



c. Bicycle parking located along private or public streets shall be subject to the following:

- (1) Bicycle racks installed parallel to curbs shall be set back from the curb a minimum of two (2) feet, as illustrated in Illustration 12-2-25.11.
- (2) Bicycle racks installed perpendicular to curbs shall allow for a minimum clearance of two (2) feet at the curb and six (6) feet of pedestrian way with a 56 cm or 22 in bicycle properly locked to the rack.
- (3) Bicycle racks should be spaced a minimum of 36 inches apart.
- (4) Bicycle racks shall allow bicycle frames to be locked at two points of contact with the rack.

(i) *Fences and walls.*

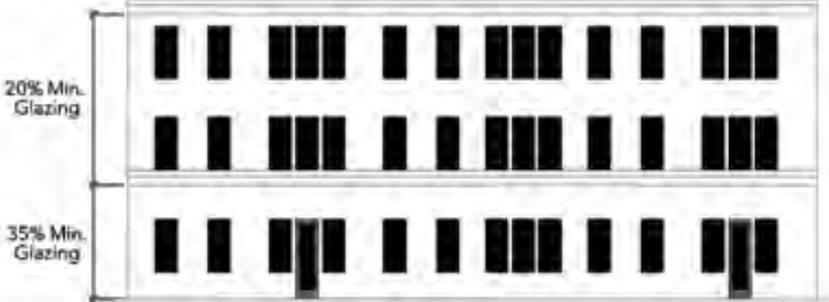
- (a) Where provided, fences and walls shall provide full enclosure.
- (b) Fences and walls shall be restricted according to Frontage Yard Types in Table 12-2-25.9 and Sec. 12-2-35 (visibility triangles).

- (c) Height of fences and walls shall comply with the following:
 - 1. Height shall be limited to a minimum 30 inches and a maximum 42 inches within the front setback.
 - 2. Height shall be limited to eight (8) feet behind the building face at non-frontages.
- (d) Materials for fences and walls shall be limited as follows:
 - 1. Approved materials shall include, but are not limited to wood, brick, stone, and wrought iron.
 - 2. Vinyl is discouraged on all frontages.
 - 3. Chain-link, exposed concrete block, barbed-wire and razor wire shall be prohibited.
 - 4. Wood fences shall have the finished side to the public frontage.
 - 5. Where hedges are utilized along frontages, they shall be maintained in accordance with Sec. 12-2-25(H)(b)5.

(j) *Windows and Glazing.*

- (a) Windows shall meet the following requirements:
 - 1. Windows on frontages shall be square or vertical in proportion, with the exception of transoms and special windows.
 - 2. Windows should have muntins for residential building types, which should be vertical in proportion.
 - 3. Single panes of glass shall not exceed 20 square feet for residential building types.
- (b) Glazing shall meet the following requirements:
 - 1. Storefront glazing requirements shall be according to Table 12-2-25.12.
 - 2. For residential and mixed use buildings, excluding commercial uses at grade, the percentage of glazed wall area shall be a minimum 20%.
 - 3. Reflective and tinted windows shall be prohibited for residential buildings.
 - 4. Stained, reflective and tinted windows shall be prohibited at ground floor commercial uses. Low-E is permitted as per Florida Building Code

Table 12-2-25.12 – Glazing Requirements

Residential	
At & Above Grade	Minimum 20% along frontages
	
Multi-Family & Office	
Above Grade	Minimum 20% along frontages
At Grade	Minimum 35% along frontages
	
Mixed-use	
Above Grade	Minimum 20% along frontages
At Grade	Minimum 70% along frontages
	

(k) *Lighting on Private Property*

- (a) Lighting shall be arranged to be contained on-site and to reflect away from adjacent property.

(H) *Landscape Standards and Guidelines.*

- (a) *Intent.* Supplement the urban canopy, accommodate stormwater, increase access to open space and facilitate pedestrian movement throughout the existing block patterns to meet the urban design goals of the Community Redevelopment Agency. A healthy tree canopy contributes to the health of citizens and the environment, and is fundamental to a vibrant pedestrian life and a well-defined public realm. Trees closely aligned to the street edge with consistent setbacks, provide a clear sense of enclosure of streets, enabling them to function as pedestrian-scaled outdoor rooms. The placement of trees along the edge of the sidewalk should be given particular attention as a major contributor to pedestrian activity. Trees and other native plants placed in drainage right-of-ways and parking islands contribute to the control of stormwater quantity and quality.

(b) *Landscape on Private Property.*

- (a) Landscaping in frontage yards are subject to the requirements of the Frontage Yard Types in Table 12-2-25.9, and Sec. 12-2-25 (visibility triangles), and the following:

1. For single-family detached and two-family lots, one tree for every lot or for every 50 feet of linear frontage along the right-of-way shall be preserved or planted. Trees planted to meet this requirement shall be as follows:
 - a. Measured at diameter breast height (DBH), as described in Sec. 12-6-2(E)(DBH).
 - b. For lots with a front setback of less than eight (8) feet where planting in front yards is not possible, required trees shall be planted elsewhere on the block itself.
2. Ground vegetation or shrub plantings with spines, thorns, or needles that may present hazards to pedestrians, bicyclists, or vehicles shall be maintained a minimum distance of two (2) feet from the edge of walkways and sidewalks.

3. In single-family detached and two-family lots, trees shall be protected in accordance with Section 12-2-10(A)(5)(b) (protection of trees).
 4. When off-street parking is located in front or side setbacks, a year-round streetscreen along the street edge(s) of the parking lot shall be installed as a means of buffering, according to Sec. 12-6-3(B) (off-street parking and vehicle use areas).
 5. Hedges planted along street right-of-ways shall be between three (3) and five (5) feet in height at maturity.
- (b) Minimum landscape area requirements of the development site for all building types except single family detached and two-family attached (duplex) shall be according to Table 12-2-25.13. Landscape requirements for single family detached and two-family attached shall be in accordance with Sec. 12-2-25(H)(b)(a) and Table 12-2-25.9, Frontage Types.

Table 12-2-25.13 - Minimum Landscape Area Requirements

Zoning District	Percent
R-1AAA through R-2	25
R-NC, R-NCB, C-1, C-2, C-2A, C-3, M-1, M-2	15

(c) *Buffer Yards.*

- (a) In addition to the buffer yard requirements of Sec. 12-2-32 the following shall apply:
1. Berms shall not be installed as part of a required buffer without review and approval by the Engineering Division of the City of Pensacola Public Works and Facilities Department to ensure a proposed berm will not have a detrimental effect on adjacent properties by impeding or diverting stormwater flow.
 2. Berms shall be planted and stabilized to prevent erosion.
 3. Buffer yards may be used to create rain gardens or other stormwater facilities with the selection of appropriate plant material, according to the City's approved plant list and approval by the a Engineering Division of the City's Public Works and Facilities Department.

4. Plants in these stormwater facilities shall be selected to meet any applicable buffer yard screening requirements, and they should be tolerant of periodic inundation and drought. It is recommended that native plants be selected from the *Florida Friendly Landscaping Guide to Plant Selection & Landscape Design*, Northern Region, and *Waterwise Landscapes* by the South Florida Water Management District, according to Table 12-2-25.14.

Table 12-2-25.14 - Bioretention & Rainwater Garden Plant List.

Flowers	
Common Name	Scientific Name
Blue Flag Iris	Iris Hexagona
Cardinal Flower	Lobelia Cardinalis
Chipola Coreopsis	Coreopsis Integrifolia
Goldenrod	Solidago spp.
Swamp Sunflower	Helianthus Angustifolius
Spider Lily	Hymenocallis Latifolia
Swamp Lily	Crinum Americanum
Swamp Milkweed	Asclepias Perennis
Grasses	
Common Name	Scientific Name
Blue-Eyed Grass	Sisyrinchium Atlanticum Bicknell
Florida Gamma Grass	Tripsacum Floridanum
Muhly Grass	Muhlenbergia Capillaris
Path or Soft Rush	Juncus spp.
Rainlily	Zephyranthes spp.
River Oats	Chasmanthium Latifolium
Wiregrass	Aristida Stricta
Shrubs	
Common Name	Scientific Name
Beautyberry	Callicarpa Americana
Buttonbush	Cephalanthus Occidentalis
Virginia Willow	Itea Virginica
Wax Myrtle	Myrica Cerifera

(d) *Street Trees in the Public Right-of-Way.*

- (a) Street trees shall be provided in the public right-of-way for all developments except single family detached and two-family (duplex), in accordance with Sec. 11-4-88 (placement of trees and poles), Sec. 12-6-3 (landscaping requirements) and this subsection.
- (b) Where street trees cannot reasonably be planted, payment in lieu of planting shall be made to a new and dedicated CRA tree planting fund, at the value established in Section 12-6-6(B)(5).
- (c) Street tree planting, and maintenance requirements shall be as follows:
 - 1. For each lot, one tree shall be provided on an average of thirty-five (35) linear feet of public right-of-way frontage, where no underground utility conflicts exist.
 - 2. Where greenways exist, trees shall be required to be planted within the greenway. The following exceptions shall apply:
 - a. Where no greenway exists or where the greenway is less than three (3) feet wide, between sidewalk and curb, required street trees shall be planted on the block.
 - b. Where planting within the greenway is infeasible due to utility conflicts, required street trees shall be planted on the block
 - 3. Trees planted three (3) feet or less from a public sidewalk shall have a minimum clearance of six feet and six inches (6'-6") between the public walking surface and the lowest branches at planting.
 - 4. Mature trees shall be maintained at a minimum clearance of eight (8) feet above the public walking surface.
 - 5. Trees planted within the public right-of-way shall include a root barrier to prevent the shifting of sidewalks at maturity.
 - 6. Installation of tree pits and grates within the public right-of-way shall be coordinated with the City of Pensacola Public Works and Facilities Department for style consistency. Installed tree pits and grates shall be maintained by the property owner in perpetuity.

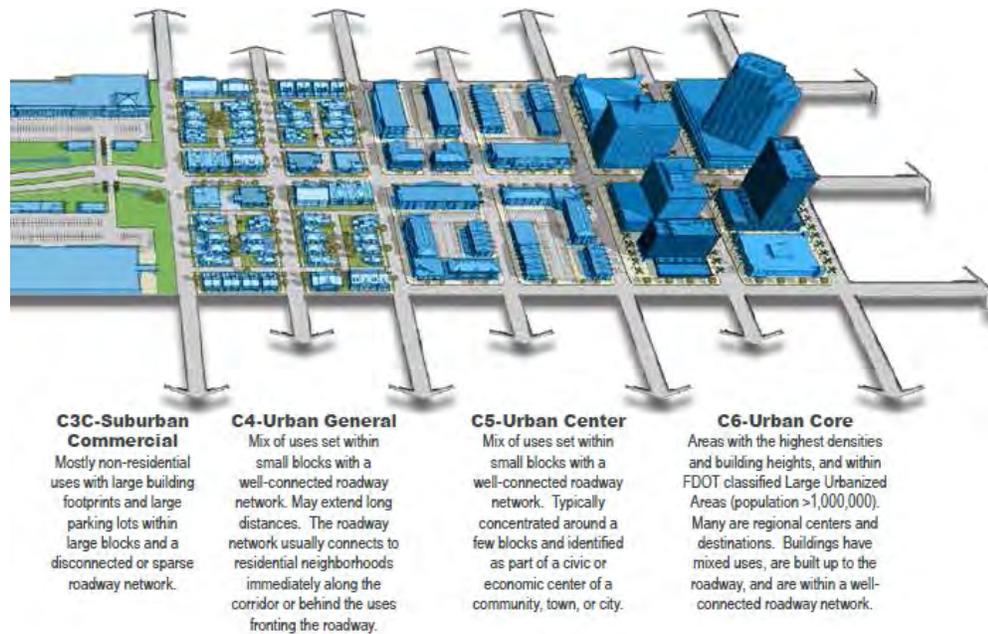
7. Where possible, trees may be clustered together to share soil space.
- (d) Tree selection shall be limited to those allowable plantings contained within the Tree Replant List specified in Appendix B (Tree Replant List). The following conditions shall apply:
1. Where overhead utilities occur, a tree with smaller size at maturity shall be selected.
- (e) Tree selection and placement shall be coordinated with the Engineering Division of the City of Pensacola Public Works and Facilities Department and subject to Sec. 12-2-35 (visibility triangle) and Sec. 12-2-7 (license to use).
- (f) Mixed-use and non-residential building types shall comply with the following:
1. Where galleries are not provided, street trees shall be planted, unless in conflict with underground utilities. Where there are overhead utilities, appropriate species from the Tree Replant List specified in Appendix B shall be selected.
 2. Where a gallery is provided, and the greenway that occurs between the sidewalk and the back of curb is less than three (3) feet wide, no street trees shall be required.
 3. Where a greenway at least three (3) feet wide occurs between the gallery and the back of curb, and no overhead or underground utilities prevent street tree installation, planting of a street tree shall be required.
 4. Where paved surface occurs between the gallery and curb, installation of street trees in individual tree pits with tree grates, or linear planters with pervious pavers between several trees, shall be required.
 5. Where trees are planted in sidewalk planters, the minimum sidewalk planting pit dimensions shall be four feet by four feet (4' x 4').

(I) Thoroughfare Standards and Guidelines.

(a) Context Classification.

(a) The Context Classification system, as developed by FDOT and described within the FDOT Complete Streets Manual, shall be adopted to identify place and guide streets and other transportation features, and to allow transportation to support adjacent land uses. See Illustration 12-2-25.13 depicting context classification zones.

Illustration 12-2-25.13 – Context Classification Zones Illustrated.



(b) Streets shall be classified in accordance with the Zoning to Context Classification Translations specified in Table 12-2-25.15.

Table 12-2-25.15 – Zoning to Context Classification Translation

Context Classification (FDOT) Zone	Zoning District
C ₄ – Urban General	R-1AAA through R-2
C ₅ – Urban Center	R-NC through C-3
C ₃ C – Suburban Commercial	C-3 adjacent to M-1 or M-2. <i>Limited to segments which abut such zoning districts.</i> M-1 M-2

(b) Street Design.

- (a) Design of local streets shall be guided by the Florida Greenbook, Chapter 19 Traditional Neighborhood Design.
- (b) Where a greenway of at least five (5) feet exists, driveway approaches and curb cuts shall not be permitted to interrupt the sidewalks.
- (c) *Sidewalks.* Sidewalks shall be required on all street frontages in residential, nonresidential, commercial and industrial developments in accordance with standards established by the Engineering Division of the City’s Public Works and Facilities and the Florida Greenbook.
- (d) *Driveways and curb cuts.* Driveway, driveway approaches and curb cut requirements shall be as follows:
 - 1. *Single-family residential types.* Driveway and curb cut widths for single-family residential types shall be according to Table 12-2-25.16.

Table 12-2-25.16 - Single-family Residential Driveway & Curb Cut Widths

Driveway Type	Minimum Width	Maximum Width
Single-Use	10 feet	20 feet
Joint-Use	10 feet	22 feet

2. *Multifamily, mixed use and non-residential types.* Driveway and curb cut widths for multi-family and non-residential types shall be according to Table 12-2-25.17.

Table 12-2-25.17 - Multi-family/Non-Residential Driveway & Curb Cut Widths

Driveway Type	Minimum Width	Maximum Width
All	12 feet	24 feet

3. Driveway and curb cut spacing on a single property shall be a minimum of 42 feet with the following exception:
- a. Lots equal to or less than forty-two (42) feet wide shall be limited to one (1) driveway and curb cut.

(J) Definitions. [Definitions enumerated.]

As limited to Sec. 12-2-25 (CRA Urban Design Overlay District) unless context clearly indicates otherwise.

Building height, *single-family residential*, means the vertical distance of a building measured from the finished grade to the bottom of the eave for pitched roof buildings or the bottom of the parapet for flat roof buildings.

Building height, *multi-family and non-residential*, means the vertical distance of a building measured by stories. The restrictions to story height are according to Section 12-2-25(G)(a)(c).

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

Colonnade means a row of columns joined by an entablature. Colonnades may cover sidewalks and may front storefronts.

Complete street means a thoroughfare that is designed giving each user an equal level of priority including pedestrians, cyclists, transit users, and drivers.

Craftsman Standards means a baseline of construction quality denoting a finished project.

[FDOT] Distinct Context Classifications Zone means classifications, along with functional classification and design speed, determine the corresponding thoroughfare design standards within the Florida Design Manual. (<http://www.fdot.gov/roadway/CSI/files/FDOT-context-classification.pdf>)

Eave means the edge of the roof that meets or overhangs the walls of a building.

Encroachment means certain permitted building elements which may cross established setbacks or rights-of-way.

Entablature means a horizontal, continuous building element supported by columns or a wall.

Facade, building, means the exterior wall of a building that faces a frontage line.

Facade Type means the different configurations of building elements that make up a building facade, such as a storefront, porch, etc. See Table 12-2-25.10.

Figures and Tables mean any chart or graphic presentation in this title which is specifically designated as a "Figure" or "Table" shall be deemed to be a part of the text of the title and controlling on all development.

Frontage line means a property line bordering a public frontage. Facades facing frontage lines define the public realm and are therefore more regulated than the elevations facing other property lines.

Frontage, primary, means the frontage facing a public space such as a street of higher pedestrian importance (i.e. traffic volume, number of lanes, etc.). Typically, the shorter side of a lot.

Frontage, secondary, means the frontage facing the public space such as a street that is of lesser pedestrian importance (i.e. traffic volume, number of lanes, etc.). Typically, the longer side of the lot.

(Building) Frontage Occupation means the length of the frontage that is occupied by a building or a building and open space.

Frontage Yard Type means the configuration of the area between the facade of the building and the frontage line such as a standard, shallow, cluster court, etc. See Table 12-2-25.9.

Frontage Yard Type (Cluster Court) means a frontage yard type where a group of houses has their primary facades facing a common green or open space that is horizontal to the primary frontage.

Frontage Yard Type (Pedestrian forecourt) means a frontage yard type where the primary facade is located near the lot line with an area setback to accommodate open space and the primary entrance of the building.

Frontage Yard Type (Shallow) means a frontage yard type where the facade is slightly setback from the lot line.

Frontage Yard Type (Standard) means a frontage yard type where the facade is set back from the lot line. Fences are permitted and the setbacks are visually continuous with adjacent yards.

Frontage Yard Type (Urban yard) means a frontage yard type where the facade is at or near the lot line and the surface is paved.

Frontage Yard Type (Vehicular Forecourt) means a frontage yard type where the primary facade is located near the lot line with an area setback to accommodate a driveway meant for passenger loading and unloading.

Gallery means a covered sidewalk in front of a storefront that supports either a roof or outdoor balcony above.

Habitable Space means building space which use involves human presence with direct view of the enfronting streets or public or private open space, excluding parking garages, self-service storage facilities, warehouses, and display windows separated from retail activity.

Human-scaled means buildings and their elements designed to be comfortably viewed and experienced by people on foot.

Hybrid Commercial means a commercial type in the C3C FDOT Context Zone that transitions between urban and suburban types, typically permitting one row of parking at the frontage.

Liner Building means a building specifically designed to mask a parking lot or a parking structure from a frontage.

Parallel means two lines or planes that are equidistant apart and do not touch on an infinite plane.

Parapet means the extension of a false front or wall above a roof line.

Parkway, Greenway, Verge means the planting strip between the edge of the road and sidewalk or right-of-way, which may be used for tree planting. See Sec. 11-4-86 through 11-4-88.

Paving means to cover or lay with concrete, stones, bricks, tiles, wood or the like to make a firm, level surface. The term paving in this part includes all pavement materials, both pervious and impervious.

Pervious means materials or natural earth which allows for the natural percolation of water.

Porch means a private façade type which is an open-air room appended to the mass of a building with a floor and roof but no walls on at least two sides.

Principal Building means the main building on a lot, usually located toward the frontage.

Principal Building Facade means the front of the building which faces the front of the lot.

Single-family residential means a single-family ownership on a single lot. Multiple ownership on a single lot is not construed as a single-family type. Single-family is restricted to the following types on their own lots: detached single-family, attached single-family, and two-family attached (duplex).

Stoop means a private façade type wherein the façade is aligned close to the front property line with the first story elevated for privacy with an exterior stair and landing at the entrance. This type is suitable for ground-floor residential uses at short setbacks with townhouses and apartment buildings. Stoops may encroach into the setback.

Streetscreen means a freestanding wall built along the frontage line, or aligned with the facade. It may mask a parking lot from the thoroughfare, provide privacy to a side yard, and/or strengthen the spatial definition of the public realm.

Travel mode means the different means of transport around an area including by foot, bicycle, public transit, and car.

Walkability means a measurement of comfort, convenience, safety, and ease of pedestrian movement throughout an area.

SECTION 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 3. This ordinance shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola.

Passed: _____

Approved: _____
President of City Council

Attest:

City Clerk



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 19-00221

City Council

5/16/2019

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

QUASI-JUDICIAL HEARING - REQUEST FOR CONDITIONAL USE APPROVAL OF A BOARDING AND LODGING HOUSE - 110 W. STRONG STREET

RECOMMENDATION:

That City Council conduct a quasi-judicial hearing on May 16, 2019 to consider the request for a Conditional Use Permit to locate a Boarding and Lodging House at 110 W. Strong Street.

HEARING REQUIRED: Quasi-Judicial

SUMMARY:

J. Nixon Daniel, III, on behalf of Martha's Vineyard, has requested a Conditional Use Permit for a Boarding and Lodging House for the property located at 110 W. Strong Street. The applicant indicates the purpose of the conditional use request is to provide charitable housing to families whose friends and loved ones are in the local hospitals. This property is currently utilized as a Bed and Breakfast but is under contract for purchase by the applicant. This property is currently zoned PR-2, North Hill Preservation Multi-Family, which permits the land use of Bed and Breakfast by right but grants the land use of Boarding and Lodging House as a Conditional Use Permit. The applicant is proposing to modify the existing structures to increase the number of units and will no longer qualify as a Bed and Breakfast.

On April 9, 2019, the City's Planning Board unanimously recommended approval of the request.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

4/27/2019

STAFF CONTACT:

Christopher L. Holley, City Administrator
Sherry H. Morris, AICP, Planning Services Administrator

ATTACHMENTS:

- 1) Conditional Use Permit Application, 110 W. Strong Street
- 2) Architectural Renderings for Improvements, 110 W. Strong Street
- 3) April 9, 2019 Planning Board Minutes
- 4) North Hill Preservation Association Comments

PRESENTATION: Yes

CONDITIONAL USE

Fee: \$2,000.00
Rehearing/Rescheduling Planning Board: \$100.00
Rehearing/Rescheduling City Council: \$250.00



Applicant Information:

Name: J Nixon Daniel, III

Address: 501 Commendancia Street Pensacola, FL 32502

Phone: (850) 432-2451 Fax: (850) 469-3331 Email: JND@Beggslane.com

Property Information:

Owner Name: Robert C. & Bonnie S. Robertson Phone: (850) 266-4589

Location/Address: North Hill/ 110 W Strong Street

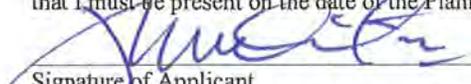
Parcel ID: 0 0 0 S 0 0 9 0 1 0 0 2 6 0 4 3

Square Feet/Acres: 3,826

Legal Description: Please attach a full legal description (from deed or survey)

Purpose of conditional use: The purpose of the conditional use is to provide charitable housing to families whose friends and loved ones are in local hospitals. The proposed change to the property is to add a second story with two bedrooms to the carriage house on the property.

I, the undersigned applicant, understand that payment of these fees does not entitle me to approval of this conditional use and that no refund of these fees will be made. I have reviewed a copy of the applicable zoning regulations and understand that I must be present on the date of the Planning Board and City Council meeting.


Signature of Applicant
(Owner of Property or Official Representative of Owner)

3/6/19
Date

<u>FOR OFFICE USE ONLY</u>		
Zone: <u>PR-2</u>	District: <u>#6</u>	Date Received: <u>3/7/19</u>
Case Number: _____	Date Postcards mailed: <u>March 28, 2019</u>	Recommendation: _____
Planning Board Date: <u>4/9/2019</u>	Council Date: <u>May 16, 2019</u>	Council Action: _____

Robert C Robertson and Bonnie Robertson
110 W Strong St
Pensacola, FL 32501

3/06/2019.

To:
City of Pensacola Planning Board
222 W. Main St.
Fifth Floor
Pensacola, FL 32501
Brandi Deese Assistant Planning Services Administrator
Leslie Statler Planner

As owners of the property at 110 W Strong St. LTS 26 27 28 BLK
43 BELMONT TRACT OR 5562 P 501 CA 77 we appoint Nix Daniel as
Official Representative for the Conditional Use Application.


Bonnie S. Robertson

RESIDENTIAL

MLS # 523462 Prop Type: RD

Status: Withdrawn

Update Date: 8/28/2018

Address: 110 W STRONG ST

Unit #

City: PENSACOLA

State: FL

Zip: 32501

County: ESCAMBIA

Subdivision: NORTH HILL

Condo Name:

Parcel # 00-05-009010-026-043

Dir: FROM INTERSECTION OF PALAFOX AND CERVANTES GO 1 BLOCK WEST TO NORTH ON BAYLEN ST - ONE BLOCK TURN LEFT ON STRONG ST - HOME IS ON THE RIGHT IN MIDDLE OF BLOCK -

Customer Full Report

List Price: \$589,900

Sold Price:

Approx Main Sqft 3,826

Approx Detached Sqft

Bedrooms: 5

Full Baths: 5

Half Baths: 1

Year Built: 1918

Elem: GLOBAL LEA High: PENSACOLA

Middle: WORKMAN



Legal: LOTS 26, 27, 28 BLK 43 BELMONT TRACT

Premier Queen Anne Victorian home with pool - updated and maintained to exceptional quality and condition. Welcoming 18x12 front porch. Original hardwood floors, 11' ceilings, 1"3" high baseboards, picture molding, 6 fireplaces - original mantels. Many windows, pocket doors, French doors. Front & back, stairwells. Updated electric & plumbing. Main house (approx. 3,826 sq. ft.) - 4 large bedrooms, 4 & 1/2 baths - each bedroom has private bath. Then detached quest cottage (approx. 624 sq. ft.) adds another bedroom & bath. Super size fantastic eat-in-kitchen, Wolf 6 burner commercial gas stove & exhaust hood, Silstone counter tops, custom wood cabinets - soft close - commercial sanitizer dishwasher, wine cooler, Jenn Air refrig. Master suite - sitting room, walk in closet, deep soak tub, separate shower. Stack washer/dryer on 2nd floor. 2nd. laundry in detached shop. Drop dead gorgeous crystal chandelier in dining room. Plenty of storage. Guest cottage recently remodeled has tile flooring, big bath, mini split heating & cooling system. Beautifully groomed grounds - walkways, pool, hot tub & covered rear lanai - Currently run as an active B & B - easily adaptable to a single family residence - Exquisitely appointed. (Parking for 5 cars in back.) Wonderful family neighborhood - Active Association (voluntary) with activities all thru the year. Alabama Square City park 2 blocks away. Know your neighbors - side walks, beautiful lush trees & landscapes. NO SIGN ON PROPERTY.

Room Type	Lvl	Dimensions	STYLE	VICTORIAN	CONSTRUCTION	FRAME
Living Room	1	19x14.2	ROOF	ARCHITECTURAL SHINGLE, COMPOSITE	FLOORS	HARDWOOD, TILE
Family Room	1	16.1x13.8		SHINGLE, ROLL	POOL	INGROUND POOL, VINYL
Dining Room	1	16.9x14.9	WATER	PUBLIC SEWER, PUBLIC WATER	WATER HEATER	2+ UNITS, ELECTRIC, GAS
Kitchen	1	18.3x15.5	/SEWER		COOLING	CENTRAL ELECTRIC
Bedrm: Addtnl	2	15.5x10.5				
Bedrm: Addtnl	2	15.1x14.2	EXTERIOR	COVERED PATIO, GUEST HOUSE, HOT TUB, OPEN DECK, OPEN PATIO, OTHER FENCE, PARTIAL FENCE, PORCH, PRIVACY FENCE, SPRINKLER, WORKSHOP/STORAGE, YARD BUILDING		
Bedrm: Addtnl	2	16.9x14.6	INTERIOR	FIREPLACE: 2+, ADD'L STORAGE, BASEBOARDS, BUILT-IN BOOKCASES, CABLE AVAILABLE, CEILING FANS, CHAIR RAIL, FIREPLACE, HIGH CEILINGS, HIGH SPEED INTERNET AVAIL, HOT TUB, IN-LAW SUITE, RECESSED LIGHTING, SOME DRAPES, W/D HOOKUPS, WALK-IN CLOSET		
Bedrm: Addtnl	2	15.6x14.9				
Office/Study	1	12x11.2	KITCHEN FEATURES	BUILT-IN MICROWAVE, DISHWASHER, GAS STOVE/OVEN, ISLAND, PANTRY, REFRIGERATOR, SOLID SURFACE COUNTERTOPS		
Sitting Room	2	12x11.2	ENERGY	CEILING FANS, INSULATED CEILINGS, INSULATED DOORS, INSULATED FLOORS		
Bath: Master	2	10.10x7.4	MISC EQUIPMENT	DRYER, SMOKE DETECTOR, WASHER		
Guest Quarters	1	24x11	DINING TYPE	EAT-IN KITCHEN, FORMAL DINING ROOM		
			MASTER BEDROOM	CEILING FAN, HIGH CEILINGS, SITTING AREA, SITTING ROOM/OFFICE, WALK-IN CLOSET		
			MASTER BATH	GLASS/ACRYLIC BLOCK, SEPARATE SHOWER, SOLID SURFACE COUNTERTOPS		
			GEOTHERMAL HEAT PUMP	NONE		
SPECIAL USE ROOMS/AREAS						
NONE						

For More Information Contact:

BOBBI GODWIN

Agent Phone: CELL: 850-572-1668

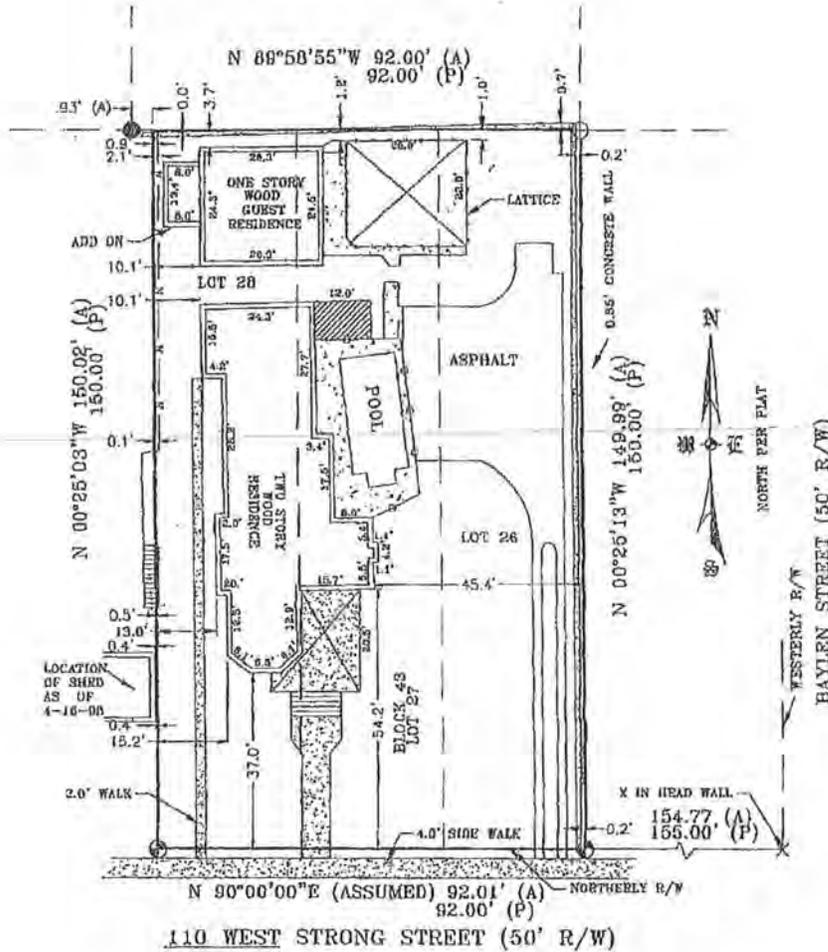
bobbigodwin@gmail.com

14 Live Oak Street
Suite "B"
Gulf Breeze, FL 32561



(850) 932-8585
(850) 484-8753
FAX (850) 932-0004

Field Date: 0/28/2004	Type of Survey: Boundary & Improvements	Survey Number: R269-98
Field Book/Page: 24/24, 168/8	Client(s):	Scale: 1"=30'



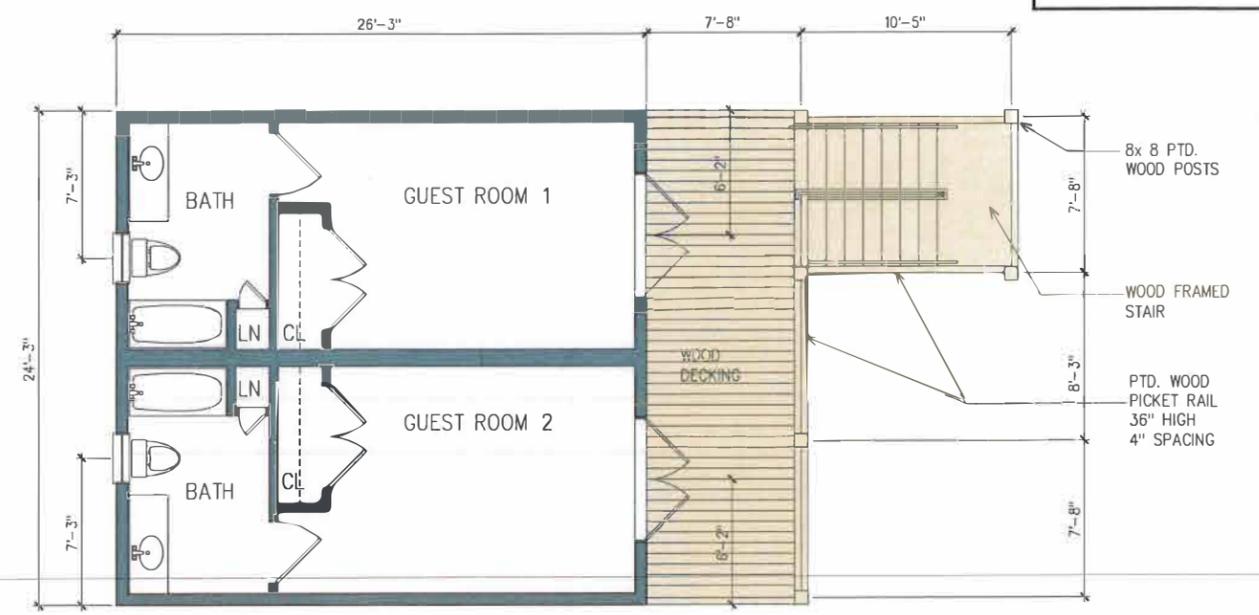
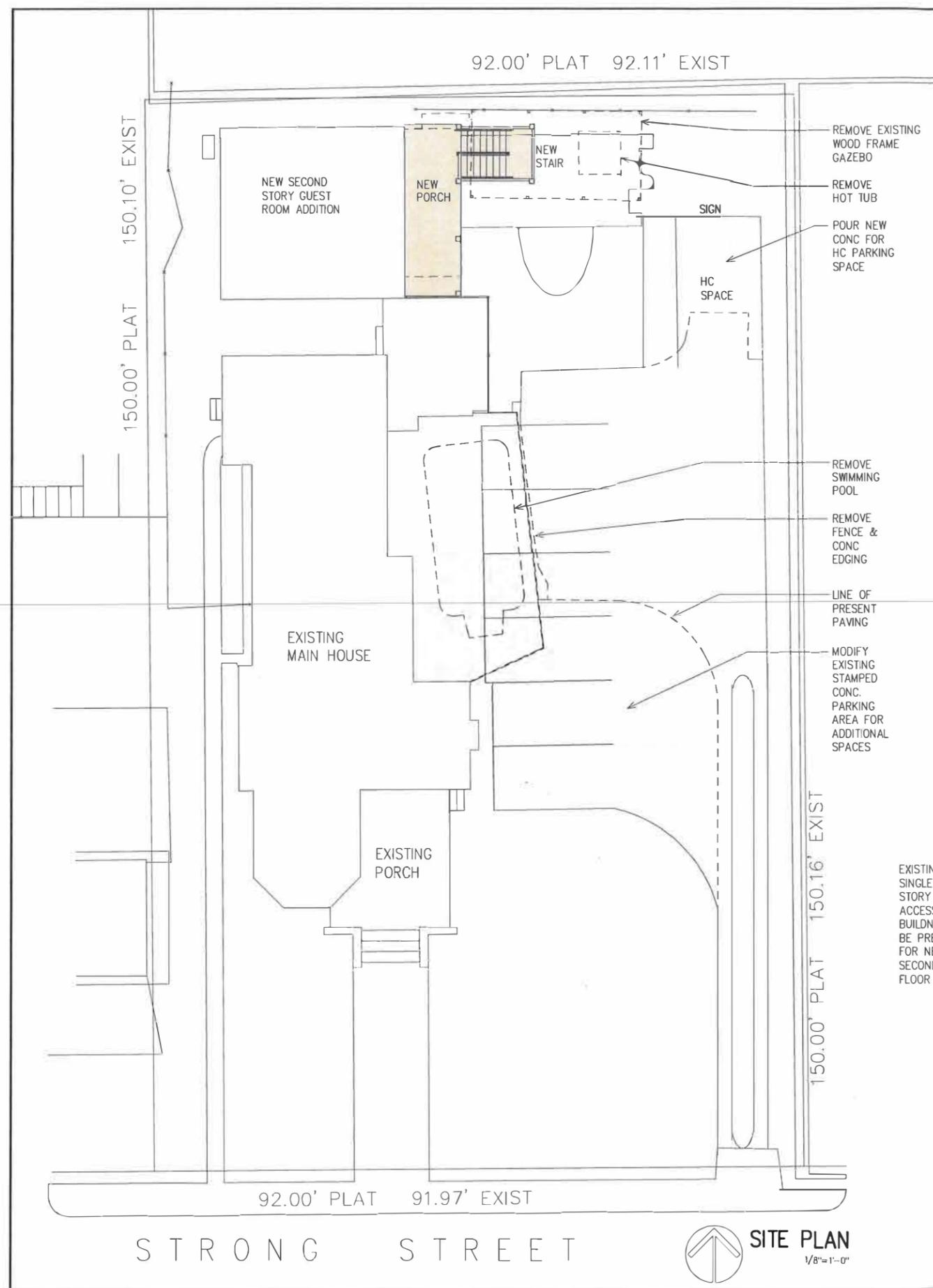
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PAGE 1 OF 2

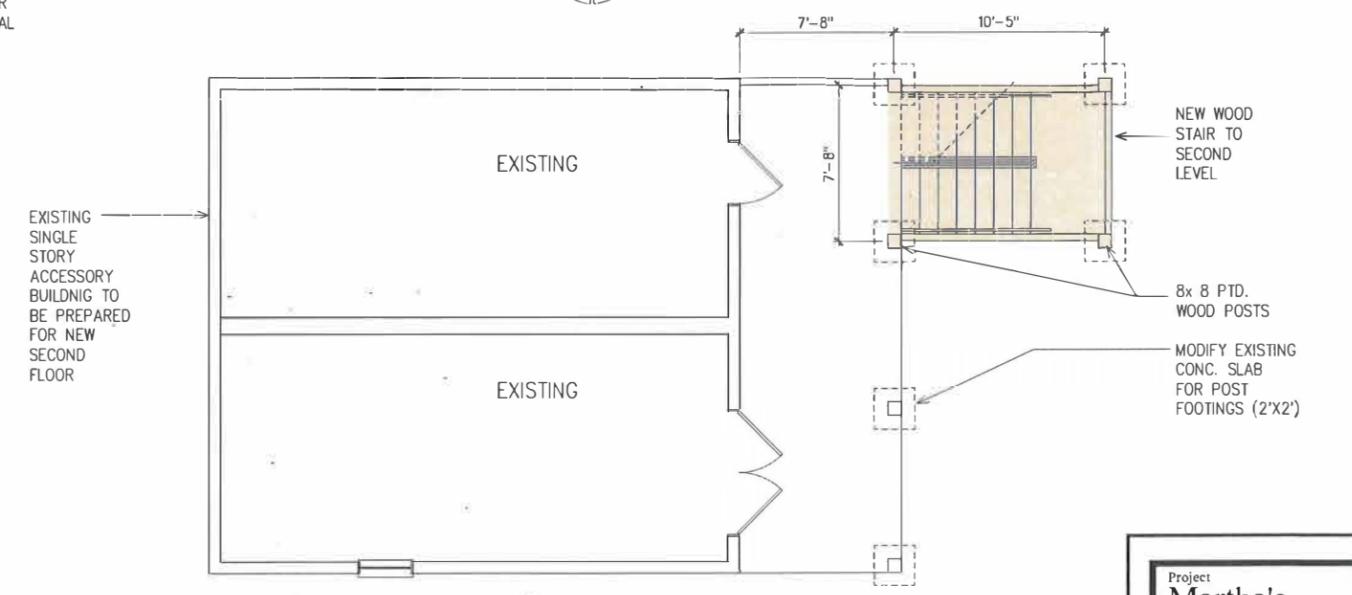
NOTE: This map is not complete or valid without report on page 2 of 2

Bearing Reference ASSUMED N 90°00'00"E ALONG NORTHERLY R/W AS PER PLAT		Source of Information: Field Evidence & Recorded Plat	
NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	LEGEND D Degrees 1 Feet or Minutes 33 Inches or Seconds N North S South E East W West P.C.P. Permanent Control Point P.R.C. Point of Reverse Curve P.C. Point of Curvature P.T. Point of Tangency P.O.C. Point of Commencement P.O.B. Point of Beginning	R/W Right of Way P.R.M. Permanent Reference Monument R Radius R.P. Radius Point L.A. Length of Arc C.H. Chord and Chord Bearing C.A. Central Angle B.S.L. Building Setback Line (D) Deed (A) Actual field measurement (P) Plat (1/2") 1/2" Iron rod-Found (C) Capped Iron rod-Found (F) Capped Iron rod-Found (S) Capped Iron rod-Found	○ Capped Iron rod-Found ⊙ Iron Pipe Found ⊙ Capped Iron rod-net Lb.0032 △ Nail & disk found ⊙ Nail & disk net Lb.0032 ⊙ Concrete Monument Found ⊙ Utility Pole ⊙ Meter E—E—E Utility wires overhead — — — — — Concrete or Pavement N—N—N Chain link fence O—O—O Wooden fence X—X—X Wire fence // Wood Deck or Dock Covered area

LARRY E. STEGALL
P.L.S., FLA #1747

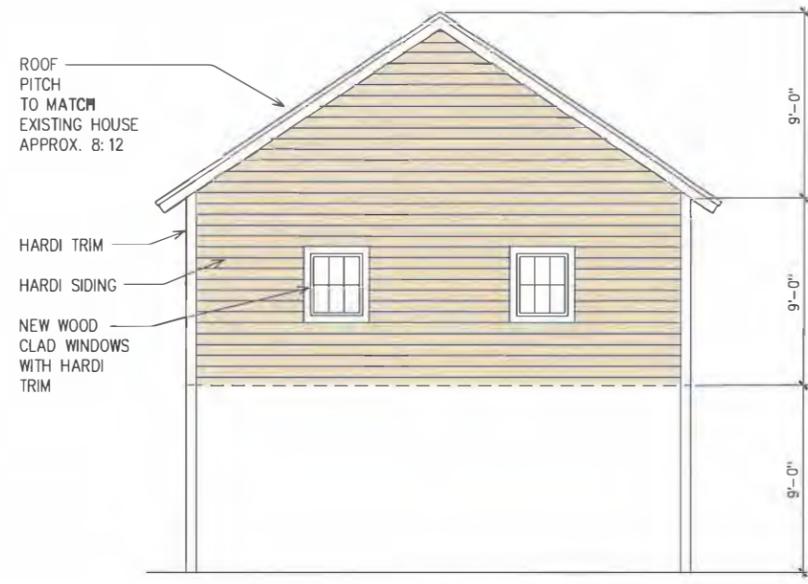


NEW SECOND FLOOR PLAN
 1/4"=1'-0"



EXISTING FIRST FLOOR PLAN
 1/4"=1'-0"

SITE PLAN
 1/8"=1'-0"



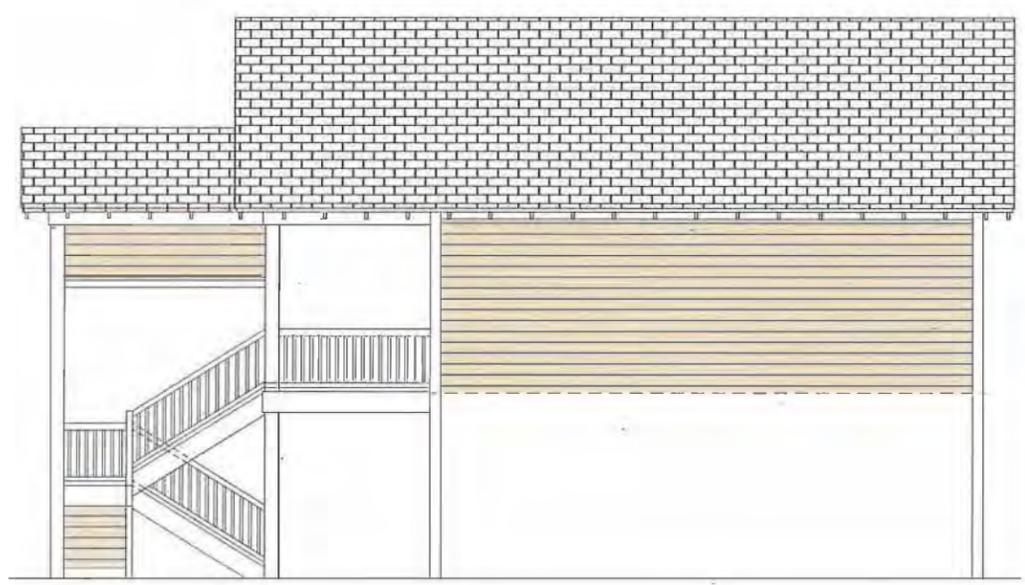
ROOF PITCH TO MATCH EXISTING HOUSE APPROX. 8:12
HARDI TRIM
HARDI SIDING
NEW WOOD CLAD WINDOWS WITH HARDI TRIM

2 WEST ELEVATION
A2
1/4"=1'-0"



PAINTED HARDI SIDING- EXPOSURE TO MATCH EXISTING
NEW FRENCH DOORS BEYOND (FIBERGLASS)
PAINTED WOOD STAIRS & RAILINGS
HARDI SIDING ON BASE

1 EAST ELEVATION
A2
1/4"=1'-0"



3 NORTH ELEVATION
A2
1/4"=1'-0"



ASPHALT SHINGLES TO MATCH MAIN HOUSE
HARDI SIDING- PAINTED TO MATCH MAIN HOUSE
PAINTED WOOD FRAMED STAIR & RAILINGS

3 SOUTH ELEVATION
A2
1/4"=1'-0"

PLANNING SERVICES

MINUTES OF THE PLANNING BOARD

April 9, 2019

MEMBERS PRESENT: Chairman Paul Ritz, Nathan Monk, Kurt Larson, Danny Grundhoefer, Ryan Wiggins

MEMBERS ABSENT: Nina Campbell, Laurie Murphy

STAFF PRESENT: Brandi Deese, Assistant Planning Services Administrator, Leslie Statler, Planner, Sherry Morris, Planning Services Administrator, Gregg Harding, Historic Preservation Planner, Don Kraher, Council Executive, Laurie Byrne, Constituent Services, Derrik Owens, Public Works Director, Brian Cooper, Parks and Recreation Director, Marcie Whitaker, Housing Administrator, Dan Flynn, Airport Director

OTHERS PRESENT: John Hutchinson, Bob Greene, Ron Martin, Rob Pettitt, Lindsey McIntosh

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from March 12, 2019.
- **New Business:**
 1. **Conditional Use Permit Approval for 110 W. Strong Street**
 2. **Evaluation and Appraisal Review (EAR) Based - Comprehensive Plan Amendments**
- Open Forum
- Adjournment

Call to Order / Qorum Present

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

Approval of Meeting Minutes

Ms. Wiggins made a motion to approve the March 12, 2019 minutes, seconded by Mr. Larson, and it carried unanimously.

New Business

Conditional Use Permit Approval for 110 W. Strong Street

J. Nixon Daniel, III, on behalf of Martha's Vineyard, has requested a Conditional Use Permit for a Board and Lodging House for the property located at 110 W. Strong Street. The applicant indicates the purpose of the conditional use request is to provide charitable housing to families whose friends and loved ones are in the local hospitals. This property is currently zoned PR-2, North Hill Preservation Multi-Family, which permits the land use of Bed and Breakfast by right but grants the land use of Boarding and Lodging House as a Conditional Use Permit.

EVERYTHING THAT'S GREAT ABOUT FLORIDA IS BETTER IN PENSACOLA.

The applicant is proposing to modify the existing structures to increase the number of units and will no longer qualify as a Bed and Breakfast.

Chairman Ritz stated he had researched the background of Martha's Vineyard and noticed there was a Euclid address also owned by Martha's Vineyard. He became more and more confident in the mission purpose, and personally, it hit close to home with his own family. He felt it had a benefit to the community and advised he would support his kind of approach. Mr. Larson asked what would happen if the property was no longer owned by Martha's Vineyard, and Ms. Deese explained the Conditional Use Permit runs with the land, however, they would have to adhere to the standards provided within the approvals. She stated the idea of a Conditional Use Permit was that it might be a good use within the district with conditions attached to it, and this Board and Council could add to those conditions.

Mr. Hutchinson further explained that Martha's Vineyard provided free accommodations and meals to out-of-town families who were here in town because of a medical crisis, and they currently operate in Pine Glades neighborhood. Marti and Dennis Tackett opened up their home for this purpose after observing the need. He clarified the guests were referred by hospital staff, and they did not take walk-ins. He said they averaged around 100 guests per year, and 40 percent of the guests come by plane, so there are no automobiles so parking would not be an issue. He also advised the visual aspect from the street would not be changed.

Ms. Wiggins was impressed by their board members and their mission and thanked Mr. Hutchinson for providing the service. Mr. Monk asked for the difference with the Ronald McDonald House, and Mr. Hutchinson explained this organization accepted all families, not just those with children. He also indicated their doors were open to gay couples, any religion and any lifestyle; he explained the only counseling performed was upon request. Mr. Grundhoefer recused himself from voting because of his firm's relationship with the ministry. Mr. Larson asked that if Martha's Vineyard ever sold the property to someone who would turn it into a bed and breakfast, this use would be addressed again by the Planning Board. Ms. Deese explained one of the differences in a bed and breakfast and a boarding and lodging house was that the owner was required to stay onsite, and the Board might want to add that language if they felt more comfortable; Mr. Larson accepted that suggestion. Mr. Monk did not want to do something which prohibited the ministry from expanding.

Mr. Robertson, the present owner, stated they had managed Noble Manor for 14 years. They had been concerned that in North Hill you could only have four rooms, and you must also live onsite. He confirmed they were not an Air BNB and had no previous issues with neighbors. He stressed this request was a good fit for the community.

Mr. Larson made a motion to approve with a condition that if Martha's Vineyard ever sold the property, this would be addressed again by the Planning Board. The motion was seconded by Mr. Monk. Ms. McIntosh, who lives next door, agreed with the mission, but had concerns with selling her property and the fact that her husband was a physician and wanted to stay under the radar. She also was concerned with runoff from the concrete since her property is downhill from the site. She pointed out a massive add-on and a concrete yard, and if the owners waited, they could possibly find the right buyer for the home. She suggested property on Cervantes for the more industrial buyer suited the needs for a home like this.

Chairman Ritz explained that on the runoff issue, the neighbors would have recourse since the City would not allow them to dump their stormwater onto other properties. As far as price drops, this Board could not tell the homeowner what to sell the property at. However, the Board does take into consideration the neighbors, the property owners themselves, and the ideas of where the City should move forward. Regardless of the Board vote, this item would go before the Council, and concerns could be addressed at that time. Mr. Monk pointed out he had been working with people for the past 15 years helping them to move out from homelessness, and explained anyone who interacts with the public is not guaranteed anonymity unless they are living in a gated community.

He indicated the Waterfront used their Victorian homes as rehab facilities, and when it came time to sell, they sold very quickly at a good price, and did not believe this project would do any damage to the aesthetics of the neighborhood. **The motion then carried unanimously.**

Evaluation and Appraisal Review (EAR) Based - Comprehensive Plan Amendments

As provided in Florida Statute 163, all local governments within the state of Florida are required to participate in a state coordinated review for an Evaluation and Appraisal Report Based Comprehensive Plan Update. The proposed amendments within this update reflect changes in state requirements and local conditions.

Chairman Ritz had noted the changes in the name of the airport, Master Plan dates and did not find anything offensive or egregious to the betterment of the City. Ms. Deese confirmed that with the Board's approval, the amendment would proceed to Council, the State and then back to Council. Mr. Monk also did not see anything out of the ordinary. Mr. Grundhoefer asked where the document originated, and Ms. Deese advised it came from Planning Services as a requirement of the State for every five to seven years; the amendment was due to the State by November 2019. She also indicated that the document would be reviewed by the Department of Economic Opportunity, but it was not a means to measure success or to be reprimanded for not reaching goals.

Ms. Whitaker addressed housing assessments being performed somewhat annually, but changed the language to periodic to be broad and give them that leeway for obtaining grants; she indicated some of the language had been relocated in the document for a better placement. She further explained the incentives as homebuyer incentives, City-owned lot discounts for new construction, and also went with broad definitions so different strategies could be included.

Mr. Cooper explained the recreation open space and providing one pool per 25k residents and stated we meet most of the national standards. He indicated we were deficient in rectangular fields, but we were trying to build three at Hitzman Park with the possibility of three more in the future. Regarding conservation easements, he advised at this point, the city has 93 parks, and acquiring new land for a new park would be nearly impossible. Ms. Deese explained that any areas with conservation zoning were already addressed in the LDC. Mr. Grundhoefer then addressed co-sponsoring activities language being removed, and Mr. Cooper stated the language was specific, and advise they did not co-sponsor baseball or softball since those were sponsored by other organizations who just use our facilities.

Mr. Grundhoefer also asked why the Mayor was not included in the internal review for Capital Improvements. Mr. Owens explained that capital projects could be multiple departments across the city, but agreed the Mayor should be on the list. Most of the revisions in this section involved changes in personnel and titles.

Mr. Grundhoefer felt the document was good for Pensacola and made a motion to approve the amended document and recommend it to Council, seconded by Mr. Larson, and the motion carried unanimously.

Open Forum – Ms. Wiggins addressed saving some of the buildings downtown from demolition. She explained she was in a renovation process, and it was almost as expensive to remodel as to build new; with no incentive to remodel, we were losing the charm of the older structures. Chairman Ritz explained his own home in East Hill was almost 100 years old, and there were some things he could not update at all because of the cost.

He asked if incentives were something the Board could accomplish, and Ms. Deese advised that was outside of the scope in recommending proposed changes in the LDC, however, an overlay in a historic community such as East Hill would be more in line with what the Board could recommend to Council. Mr. Monk pointed out there should be some type of incentive. He also suggested looking at the barriers that were placed on people. He pointed out everyone gets upset about regulating paint color, but when they try to upgrade their electrical, it really gets invasive. Ms. Wiggins explained everyone looked at the overlay as a “stick” and she was opting for a “carrot.” Ms. Deese advised the Board members to speak to the Mayor as residents to see if there was any interest. Mr. Grundhoefer explained he did not dislike density, but some of the projects were not done nicely. If East Hill had some regulations, it might stop some of the property selling with one house demolished in order to build four houses. Chairman Ritz pointed out there were some instances where the primary structure was torn down, leaving the garage apartment which was now the primary structure. He explained the Board needed to be careful with what time period they chose, since in some years, there was more density while in others just farmland. Ms. Wiggins restated she was coming from the point of incentivizing people to do what would be better and not enforcing codes. Chairman Ritz offered there was nothing they could do about the Florida Building Code, but an overlay would be the purview of this Board.

Ms. Deese explained there were two different ordinances being considered by Council. The one which passed second reading involved the notification in protecting the health of citizens so that the contractor has the burden to notify property owners within a certain distance if they were going to demolish certain structures. The demolition ordinance recommended by this Board had not yet been reviewed by Legal, but could possibly be scheduled in May of this year. She also advised the CRA overlay was being reconsidered on May 16 at Council.

Adjournment – With no further business, Chairman Ritz adjourned the meeting at 2:58 pm.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Brandi C. Deese', with a long horizontal line extending to the right.

Brandi C. Deese
Secretary to the Board

North Hill Preservation Association, Inc.

P.O. Box 12451
Pensacola, FL 32591
(850) 221-1586
26 April 2019

**City Council Members
City of Pensacola**

222 Main Street
Pensacola, FL 32502

Dear City Council Members,

On behalf of the North Hill Preservation Association, I would like to express our concern for the application before you in regards to the Conditional Use Request for a Boarding House at 110 West Strong Street in the Preservation Residential Zoning-2 District. It is in the heart of a residential area of our neighborhood surrounded by single-family homes. For years, there have been many documented code enforcement complaints in this area for parking issues. It was these parking complaints of the existing Bed and Breakfast not complying with the required off-street parking spaces (one for each rented room and one for the owner) that caused the inspection by Code Enforcement which found that the Bed and Breakfast was not operating in accordance with your existing city code allowing only 4 units, and parking spaces for 5 cars. Now, the owners are selling the bed and breakfast to an organization that wants to increase the occupancy on this site. This expansion is going to double the amount of bedrooms allowed for a Bed and Breakfast in this residential zoning district which could double the amount of parking complaints in this area. To call this use a Boarding House versus an expansion of the existing use, Bed and Breakfast, seems a stretch to get around our zoning ordinance. The Ronald McDonald House on Bayou Boulevard is not a Boarding House. It was required to be in commercial zoning and built to commercial building codes for the life safety of the occupants within. It appears to be selective enforcement of the codes when other corporations are held to different codes for the same uses. Ronald McDonald House had to build to commercial codes, but this not-for-profit can save money and not have to purchase in the commercial zoning district. We have several large Victorian homes for sale in the Commercial Zoning District along Cervantes Street and other areas which have been upgraded to commercial codes with life safety equipment, required ADA accessibility, and which also have the required parking lots for this use.

While we admire the wonderful work of this organization and their mission, we must look at these land use changes for their impact to the district as a whole, and for what the future impact will be once this not-for-profit needs to sell and move in order to expand once again as their mission is successful. What will come next once you've doubled the capacity of this Bed & Breakfast? This single-family home is 119 years old. We must think about what will come next when they leave to expand once again. Your decisions need to be based on the best land uses for our neighborhood and not based on emotion.

Thank you for your hard work for our City.

Respectfully,

Melanie Nichols

Melanie A. Nichols, President

PLANNING/CITY OF PEN/LEGAL AD
180 W GOVERNMENT 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 **Diana Figueroa**, 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 QUASI-JUDICIAL

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

05/06/19

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

Sworn to and Subscribed before me this 6th of May 2019, by Diana Figueroa who is personally known to me



Affiant



Notary

Publication Cost: \$135.78

NOTICE OF QUASI-JUDICIAL HEARING

On Thursday, May 16, 2019, at 5:30 p.m. in the Council Chambers, 1st Floor City Hall, 222 West Main Street, the Pensacola City Council will conduct a quasi-judicial hearing to consider:

•QUASI -JUDICIAL HEARING - REQUEST FOR CONDITIONAL USE PERMIT APPROVAL - 110 WEST STRONG STREET - REQUEST FOR BOARDING HOUSE.
•You are not required to respond or take any action regarding this notice; but if you wish to speak before the City Council on this subject, you are invited to be present at the scheduled public hearing.

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

For additional information on this matter, please call Planning Services at (850) 435-1670.

By direction of the City Council,

Ericka L. Burnett
City Clerk

Legal No. 3544145, May 6, 2019



Ad No: 0003544145

Customer No: PNJ-24384500



Memorandum

File #: 19-00211

City Council

5/16/2019

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PORT OF PENSACOLA - FLORIDA SEAPORT GRANT PROGRAMS GRANT #445549-1-94-01 - PORT OF PENSACOLA'S BERTH IMPROVEMENTS INITIATIVE

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute the acceptance of the State of Florida, Seaport Grant Programs Grant #445549-1-94-01 in the amount of \$225,000 for berth improvements. Also, that City Council authorize the Mayor to take all actions necessary relating to the finalization of the grant. Further, that City Council adopt a resolution authorizing a Joint Participation Grant Agreement with the Florida Department of Transportation (FDOT). Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Port of Pensacola received an allocation of Seaport Grant Programs funding from the Florida Department of Transportation as part of their fiscal year-end work program and grant funds reallocation process.

This grant is specifically for berth improvements to include engineering, material procurement, and construction of infrastructure improvements to sustain or enhance cargo and other Port operations that occur on the berths. All activities as it relates to this grant must be associated with the Port's berths or supporting berth structures in order to qualify for the 75% match criteria. The Port has until April 30, 2024, the date the grant agreement expires, to expend all funds.

Previously, City Council authorized and appropriated a \$1 million transfer from the Local Option Sales Tax (LOST) Fund Economic Development project to provide the funding for the local match portion of the Port's Berth 6 Rehabilitation Project. That project came in significantly under budget and will require less local match than originally anticipated. Since the work contemplated under this grant is also allowable under the rules governing the expenditure of LOST funds, a portion of the savings from the Berth 6 project will be reallocated to provide the 25% local match for this project.

PRIOR ACTION:

April 11, 2019 - City Council adopted Supplemental Budget Resolution No. 2019-19 transferring \$1 million from the Local Option Sales Tax Fund to the Port Fund for the local match portion of the Port's Berth 6 Rehabilitation Project.

FUNDING:

Budget:	\$ 225,000	Florida Seaport Grant
	<u>75,000</u>	Reallocation of Berth 6 Local Match Funding
	\$ 300,000	Total Funding
Actual:	\$ 210,000	Construction (Estimated)
	60,000	Engineering/Design (Estimated)
	<u>30,000</u>	CEI/Construction & Project Mgt Svcs (Estimated)
	\$ 300,000	Total Project Costs (Estimated)

FINANCIAL IMPACT:

The City's required matching funds of \$75,000 will come from savings realized from the Berth 6 Rehabilitation Project grant matching funds previously appropriated on Supplemental Budget Resolution No. 2019-19. Adoption of the supplemental budget resolution will appropriate the grant funds.

CITY ATTORNEY REVIEW: Yes

4/30/2019

STAFF CONTACT:

Christopher L. Holley, City Administrator
Amy Miller, Port Director

ATTACHMENTS:

- 1) Public Transportation Joint Participation Agreement
- 2) Resolution authorizing a Joint Public Transportation Agreement with FDOT
- 3) Supplemental Budget Resolution
- 4) Supplemental Budget Explanation

PRESENTATION: No

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): (item-segment-phase-sequence) 445549-1-94-01	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only:	DPTO 215	FLAIR Category: 088794 Object Code: 751000 Org. Code: 55032020329 Vendor Number: F596000406008
Contract Number:	Federal Award Date:	80-939- 7102	
CFDA Number: N/A	Agency DUNS Number:		
CFDA Title: N/A			
CSFA Number: 55.005			
CSFA Title: Seaport Grant Programs			

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT (“Agreement”) is entered into _____, by and between the State of Florida, Department of Transportation, (“Department”), and City of Pensacola (Port of Pensacola), (“Agency”). The Department and the Agency are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.”

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit “D”, Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 311, Florida Statutes, to enter into this Agreement.
2. **Purpose of Agreement.** The purpose of this Agreement is to provide for the Department’s participation in Port of Pensacola’s berth improvements initiative, as further described in **Exhibit "A", Project Description and Responsibilities**, attached and incorporated into this Agreement (“Project”), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
3. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

Aviation
 Seaports
 Transit
 Intermodal
 Rail Crossing Closure
 Match to Direct Federal Funding (Aviation or Transit)
 Other

4. **Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

Exhibit A: Project Description and Responsibilities
 Exhibit B: Schedule of Financial Assistance
 *Exhibit B1: Deferred Reimbursement Financial Provisions
 *Exhibit B2: Advance Payment Financial Provisions
 *Exhibit C: Terms and Conditions of Construction
 Exhibit D: Agency Resolution
 Exhibit E: Program Specific Terms and Conditions
 Exhibit F: Contract Payment Requirements
 *Exhibit G: Financial Assistance (Single Audit Act)
 *Additional Exhibit(s):

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
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*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through April 30, 2024. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within N/A days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- a. The estimated total cost of the Project is \$300,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$225,000 and, the Department's participation in the Project shall not exceed 75.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

Travel expenses are NOT eligible for reimbursement under this Agreement.

Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/19

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/19

- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/19

in writing by the Department. Specific unallowable costs may be listed in **Exhibit “A”, Project Description and Responsibilities.**

- 11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.
- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency’s design consultant and/or construction contractor has secured the necessary permits.
 - b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
 - c. Notification Requirements When Performing Construction on Department’s Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department’s right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department’s right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
 - d.** If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
 - e.** If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
 - f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
 - g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/19

best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

- 13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/19

inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “G”, Financial Assistance (Single Audit Act)**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/19

the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Financial Assistance (Single Audit Act)**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/19

with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/19

- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/19

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/19

or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Pensacola (Port of Pensacola)

By: _____

Name: Grover C. Robinson, IV

Title: Mayor

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Jared Perdue, P.E.

Title: Director of Transportation Development

Legal as to form:

City Attorney

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): The Port of Pensacola's wharves, docks, berths, and bulkhead structures have been developed overtime, and require repairs and enhancements to meet the demands of today's maritime industry. This Project focuses on the environmental, design and construction activities required to repair and enhance the Port's waterside facilities.

B. Project Location (limits, city, county, map): Port of Pensacola, Pensacola, FL

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This Project includes the environmental work, design work, and construction work required to complete the berth development activities described in the Project Description, including: aids to navigation; apron improvements; asphalt paving activities; benthic studies; berthing area widening and deepening; bulkhead caps; cap faces repair or installation; cable protection systems; cap soffits repair or installation; cast in place concrete; cathodic protection; concrete beams; construction; construction inspection cost; construction management; construction services; consulting services; contractor stand-by; cost estimates; crack repairs; deck ballast; demobilization; demolition; engineering services; environmental assessments; fenders and bollards; form work; geotechnical services; grout filling; mitigation assessments; mobilization; panel soffit repair or installation; permitting; pilings; plan development (e.g., 30 / 60 / 90 / 100 % and as-builts); precast concrete; preconstruction engineering and design; procurement costs; rebar repair or installation; reconstruction of underdeck concrete; seagrass studies; sheet piling; stormwater management; structural components; surveying; temporary facilities; tie-back systems; and, turning basin widening and deepening.

D. Deliverable(s):

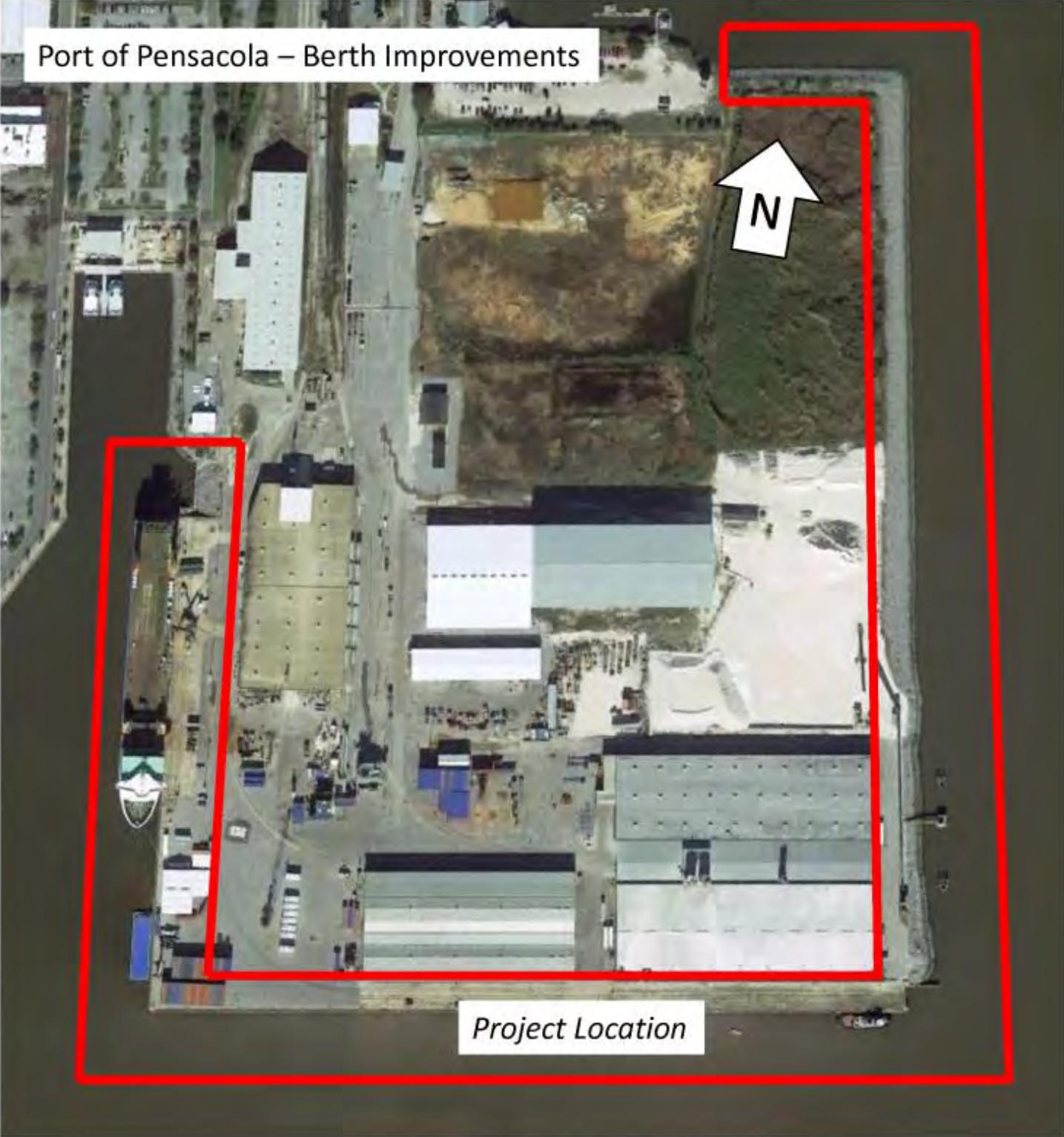
The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Travel costs are unallowable cost. Cost not directly related to the improvement of wharves, docks, berths, bulkheads, or similar structures, are unallowable costs.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.

Port of Pensacola – Berth Improvements



Project Location

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT EXHIBITS**

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 03/19

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
 CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
445549-1-94-01	DPTO	088794	2019	751000	55.005	Seaport Grant Programs	\$225,000
445549-1-94-01	LF	088794	2019				\$75,000
Total Financial Assistance							\$300,000

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$225,000	\$75,000	\$0	\$300,000	75.00	25.00	0.00
Capital Equipment	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Match to Direct Federal Funding	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Totals	\$225,000	\$75,000	\$0	\$300,000			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Ray Corbitt

 Department Grant Manager Name

 Signature

 Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Ray Corbitt (email: Ray.Corbitt@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 3/19

- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Ray Corbitt.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 3/19

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): Not Applicable
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contract info:

Phone: (850) 330-1205; FAX: (850) 330-1761

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit the following Notice of Completion and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

NOTICE OF COMPLETION

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20_____.

By: _____

Name: _____

Title: _____

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/19

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

**EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – INTERMODAL ACCESS**

The Program Specific Terms and Conditions - Intermodal Access, are to be used for capacity projects only, such as: intermodal studies (feasibility, preliminary design and engineering); fixed guide-way systems; capacity road and capacity rail projects that are designed to terminate at major modal facilities (airports, seaports, railroad and transit terminals, etc.); intermodal and multi-modal transportation terminals; development of dedicated bus lanes; or public projects that otherwise facilitate the intermodal movement of people and goods.

A. General.

1. These assurances shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities** and **Exhibit “B”, Schedule of Financial Assistance** as well as serving to protect public investment in the intermodal system.
3. The Agency shall comply with the assurances as specified in this Agreement.

B. Required Documents. The documents listed below, as applicable, are required to be submitted to the Department by the Agency in accordance with the terms of this Agreement:

1. Quarterly Progress Reports provided within thirty (30) days of the end of each calendar year quarter, if requested by the Department.
2. Electronic invoice summaries and backup information, including a progress report must be submitted to the District Office when requesting payment.
3. All proposals, plans, specifications, and third party contracts covering the Project.

C. Duration of Terms and Assurances.

1. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility, but shall not exceed 20 years from the effective date of this Agreement.
2. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.

D. Compliance with Laws and Rules. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local governments, which may apply to the Project. Including but not limited to the following (current version of each):

1. Florida Statutes (F.S.)
2. Local Government Requirements
 - a. Local Zoning/Land Use Ordinance
 - b. Local Comprehensive Plan

E. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, including but not limited to the following:

1. Federal Requirements
2. Local Government Requirements
 - a. Local Building Codes
 - b. Local Zoning Codes
3. Department Requirements
 - a. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (commonly referred to as the “Florida Green Book”)
 - b. Manual on Uniform Traffic Control Devices

F. Consistency with Local Government Plans.

1. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility.

2. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
3. The Agency assures that the Comprehensive Master Plan, if applicable, is incorporated as part of the approved local government comprehensive plan as required by Chapter 163, F.S.

G. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

1. Acquire the land in accordance with federal and state laws governing such action.
2. Maintain direct control of Project administration, including:
 - a. Maintain responsibility for all related contract letting and administrative procedures.
 - b. Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - c. Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
 - d. Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - e. Establish a Project account for the purchase of the land.
 - f. Collect and disburse federal, state, and local Project funds.
3. The Agency assures that it shall use the land for intermodal purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

H. Preserving Rights, Powers and Interest.

1. The Agency will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
2. If an arrangement is made for management and operation of the funded facility or equipment by any entity or person other than the Agency, the Agency will reserve sufficient rights and authority to ensure that the funded facility or equipment will be operated and maintained in accordance with the terms and assurances of this Agreement.
3. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in the funded facility or equipment without prior written approval by the Department. This assurance shall not limit the Agency's right to lease intermodal property, facilities or equipment for intermodal-compatible purposes in the regular course of business.

I. Third Party Contracts. The Department reserves the right to approve third party contracts, except that written approval is hereby granted for:

1. Execution of contracts for materials from a valid state or intergovernmental contract. Such materials must be included in the Department approved Project scope and/or quantities.
2. Other contracts less than \$5,000.00 excluding engineering consultant services and construction contracts. Such services and/or materials must be included in the Department approved Project scope and/or quantities.
3. Construction change orders less than \$5,000.00. Change orders must be fully executed prior to performance of work.
4. Contracts, purchase orders, and construction change orders (excluding engineering consultant services) up to the threshold limits of Category Three. Such contracts must be for services and/or materials included in the Department approved Project scope and/or quantities. Purchasing Categories and Thresholds are defined in Section 287.017, F.S., and Chapter 60, Florida Administrative Code. The threshold limits are adjusted periodically for inflation, and it shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Agreement section comply with the current threshold limits. Obligations made in excess of the appropriate limits shall be cause for Department non-participation.
5. In all cases, the Agency shall include a copy of the executed contract or other agreement with the backup documentation of the invoice for reimbursement of costs associated with the contract.

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/19

EXHIBIT G

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Seaport Grant Programs

CSFA Number: 55.005

***Award Amount:** \$225,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.005 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.005 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

RESOLUTION
NO. 2019-28

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE, ON BEHALF OF THE PORT OF PENSACOLA, A JOINT PARTICIPATION AGREEMENT WITH THE DISTRICT SECRETARY OR THE DIRECTOR OF TRANSPORTATION DEVELOPMENT OF THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR A PROJECT ENTITLED PORT OF PENSACOLA'S BERTH IMPROVEMENTS INITIATIVE.

WHEREAS, the Port of Pensacola has a responsibility to maintain and expand the seaport facility when required; and

WHEREAS, funding has been allocated by the State of Florida to provide funding assistance for Port infrastructure improvements as described in the application for funding submitted to the State; and

WHEREAS, said funding has been included in the Florida Department of Transportation work program; and

WHEREAS, the parties are required to enter into a Public Transportation Grant Agreement in order to lawfully expend state grant funds; and

WHEREAS, the Florida Department of Transportation has offered a Seaport Grant Programs Joint Participation Agreement with a maximum participation by the Florida Department of Transportation of \$225,000.

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

SECTION 1. That the City of Pensacola, on behalf of the Port of Pensacola, shall enter into the Public Transportation Grant Agreement between the City of Pensacola and the Florida Department of Transportation for Pensacola's Port of Pensacola's Berth Improvements Initiative.

SECTION 2. The City of Pensacola affirms its acceptance of future maintenance and other attendance costs occurring after completion of the Berth Improvements Initiative.

SECTION 3. The Mayor and City Clerk are hereby authorized and directed to execute and attest the Public Transportation Grant Agreement between the City of

Pensacola and the Florida Department of Transportation for Port of Pensacola's Berth Improvements Initiative.

SECTION 4. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.30(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

**RESOLUTION
NO. 2019-26**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2019; 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. PORT FUND

As Reads:	State Grants	3,532,779
Amended		
To Read:	State Grants	3,757,779
As Reads:	Capital Outlay - Grants	3,431,056
Amended		
To Read:	Capital Outlay - Grants	3,656,056

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

MAY 2019 - SUPPLEMENTAL BUDGET RESOLUTION - PORT OF PENSACOLA - RES NO. 2019-26

FUND	AMOUNT	DESCRIPTION
A. PORT FUND		
Estimated Revenues		
State Grant	225,000	Increase estimated revenue from State Grants
Total Revenues	<u>225,000</u>	
Appropriations		
Capital Outlay - Grants	<u>225,000</u>	Increase appropriation for Capital Outlay - Grants
Total Appropriations	<u>225,000</u>	



Memorandum

File #: 2019-28

City Council

5/16/2019

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

RESOLUTION NO. 2019-28 - JOINT PARTICIPATION AGREEMENT - FDOT - PORT BERTH IMPROVEMENTS INITIATIVE

RECOMMENDATION:

That City Council adopt Resolution No. 2019-28.

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE, ON BEHALF OF THE PORT OF PENSACOLA, A JOINT PARTICIPATION AGREEMENT WITH THE DISTRICT SECRETARY OR THE DIRECTOR OF TRANSPORTATION DEVELOPMENT OF THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR A PROJECT ENTITLED PORT OF PENSACOLA'S BERTH IMPROVEMENTS INITIATIVE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Port of Pensacola received an allocation of Seaport Grant Programs funding from the Florida Department of Transportation as part of their fiscal year-end work program and grant funds reallocation process.

This grant is specifically for berth improvements to include engineering, material procurement, and construction of infrastructure improvements to sustain or enhance cargo and other Port operations that occur on the berths. All activities as it relates to this grant must be associated with the Port's berths or supporting berth structures in order to qualify for the 75% match criteria. The Port has until April 30, 2024, the date the grant agreement expires, to expend all funds.

Previously, City Council authorized and appropriated a \$1 million transfer from the Local Option Sales Tax (LOST) Fund Economic Development project to provide the funding for the local match portion of the Port's Berth 6 Rehabilitation Project. That project came in significantly under budget and will require less local match than originally anticipated. Since the work contemplated under this grant is also allowable under the rules governing the expenditure of LOST funds, a portion of the savings from the Berth 6 project will be reallocated to provide the 25% local match for this project.

PRIOR ACTION:

April 11, 2019 - City Council adopted Supplemental Budget Resolution No. 2019-19 transferring \$1 million from the Local Option Sales Tax Fund to the Port Fund for the local match portion of the Port's Berth 6 Rehabilitation Project.

FUNDING:

Budget:	\$ 225,000	Florida Seaport Grant
	<u>75,000</u>	Reallocation of Berth 6 Local Match Funding
	<u>\$ 300,000</u>	Total Funding
Actual:	\$ 210,000	Construction (Estimated)
	60,000	Engineering/Design (Estimated)
	<u>30,000</u>	CEI/Construction & Project Mgt Svcs (Estimated)
	<u>\$ 300,000</u>	Total Project Costs (Estimated)

FINANCIAL IMPACT:

The City's required matching funds of \$75,000 will come from savings realized from the Berth 6 Rehabilitation Project grant matching funds previously appropriated on Supplemental Budget Resolution No. 2019-19. Adoption of the supplemental budget resolution will appropriate the grant funds.

CITY ATTORNEY REVIEW: Yes

5/1/2019

STAFF CONTACT:

Christopher L. Holley, City Administrator
Amy Miller, Port Director

ATTACHMENTS:

- 1) Resolution No. 2019-28

PRESENTATION: No

RESOLUTION
NO. 2019-28

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE, ON BEHALF OF THE PORT OF PENSACOLA, A JOINT PARTICIPATION AGREEMENT WITH THE DISTRICT SECRETARY OR THE DIRECTOR OF TRANSPORTATION DEVELOPMENT OF THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR A PROJECT ENTITLED PORT OF PENSACOLA'S BERTH IMPROVEMENTS INITIATIVE.

WHEREAS, the Port of Pensacola has a responsibility to maintain and expand the seaport facility when required; and

WHEREAS, funding has been allocated by the State of Florida to provide funding assistance for Port infrastructure improvements as described in the application for funding submitted to the State; and

WHEREAS, said funding has been included in the Florida Department of Transportation work program; and

WHEREAS, the parties are required to enter into a Public Transportation Grant Agreement in order to lawfully expend state grant funds; and

WHEREAS, the Florida Department of Transportation has offered a Florida Seaport Transportation & Economic Development Program Joint Participation Agreement with a maximum participation by the Florida Department of Transportation of \$225,000.

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

SECTION 1. That the City of Pensacola, on behalf of the Port of Pensacola, shall enter into the Public Transportation Grant Agreement between the City of Pensacola and the Florida Department of Transportation for Pensacola's Port of Pensacola's Berth Improvements Initiative.

SECTION 2. The City of Pensacola affirms its acceptance of future maintenance and other attendance costs occurring after completion of the Berth Improvements Initiative.

SECTION 3. The Mayor and City Clerk are hereby authorized and directed to execute and attest the Public Transportation Grant Agreement between the City of Pensacola and the Florida Department of Transportation for Port of Pensacola's Berth Improvements Initiative.

SECTION 4. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.30(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 #: 2019-26

City Council

5/16/2019

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2019-26 - PORT OF PENSACOLA - FLORIDA SEAPORT GRANT PROGRAMS GRANT #445549-1-94-01 - PORT OF PENSACOLA'S BERTH IMPROVEMENTS INITIATIVE

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2019-26.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Port of Pensacola received an allocation of Seaport Grant Programs funding from the Florida Department of Transportation as part of their fiscal year-end work program and grant funds reallocation process.

This grant is specifically for berth improvements to include engineering, material procurement, and construction of infrastructure improvements to sustain or enhance cargo and other Port operations that occur on the berths. All activities as it relates to this grant must be associated with the Port's berths or supporting berth structures in order to qualify for the 75% match criteria. The Port has until April 30, 2024, the date the grant agreement expires, to expend all funds.

Previously, City Council authorized and appropriated a \$1 million transfer from the Local Option Sales Tax (LOST) Fund Economic Development project to provide the funding for the local match portion of the Port's Berth 6 Rehabilitation Project. That project came in significantly under budget and will require less local match than originally anticipated. Since the work contemplated under this grant is also allowable under the rules governing the expenditure of LOST funds, a portion of the savings from the Berth 6 project will be reallocated to provide the 25% local match for this project.

PRIOR ACTION:

April 11, 2019 - City Council adopted Supplemental Budget Resolution No. 2019-19 transferring \$1 million from the Local Option Sales Tax Fund to the Port Fund for the local match portion of the Port's Berth 6 Rehabilitation Project.

FUNDING:

Budget:	\$ 225,000	Florida Seaport Grant
	<u>75,000</u>	Reallocation of Berth 6 Local Match Funding
	\$ 300,000	Total Funding
Actual:	\$ 210,000	Construction (Estimated)
	60,000	Engineering/Design (Estimated)
	<u>30,000</u>	CEI/Construction & Project Mgt Svcs (Estimated)
	\$ 300,000	Total Project Costs (Estimated)

FINANCIAL IMPACT:

The City's required matching funds of \$75,000 will come from savings realized from the Berth 6 Rehabilitation Project grant matching funds previously appropriated on Supplemental Budget Resolution No. 2019-19. Adoption of the supplemental budget resolution will appropriate the grant funds.

CITY ATTORNEY REVIEW: Yes

5/1/2019

STAFF CONTACT:

Christopher L. Holley, City Administrator
Amy Miller, Port Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2019-26
- 2) Supplemental Budget Explanation No. 2019-26

PRESENTATION: No

**RESOLUTION
NO. 2019-26**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2019; 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. PORT FUND

As Reads:	State Grants	3,532,779
Amended		
To Read:	State Grants	3,757,779
As Reads:	Capital Outlay - Grants	3,431,056
Amended		
To Read:	Capital Outlay - Grants	3,656,056

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

MAY 2019 - SUPPLEMENTAL BUDGET RESOLUTION - PORT OF PENSACOLA - RES NO. 2019-26

FUND	AMOUNT	DESCRIPTION
A. PORT FUND		
Estimated Revenues		
State Grant	225,000	Increase estimated revenue from State Grants
Total Revenues	<u>225,000</u>	
Appropriations		
Capital Outlay - Grants	<u>225,000</u>	Increase appropriation for Capital Outlay - Grants
Total Appropriations	<u>225,000</u>	



Memorandum

File #: 19-00212

City Council

5/16/2019

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

PORT OF PENSACOLA - FLORIDA SEAPORT GRANT PROGRAMS GRANT #445548-1-94-01 - PORT OF PENSACOLA'S UPLAND CARGO IMPROVEMENT INITIATIVE

RECOMMENDATION:

That City Council approve and authorize the Mayor to execute the acceptance of the State of Florida, Seaport Grant Programs Grant #445548-1-94-01 in the amount of \$225,000 for upland cargo improvements. Also, that City Council authorize the Mayor to take all actions necessary relating to the finalization of the grant. Further, that the City Council adopt a resolution authorizing a Joint Participation Grant Agreement with the Florida Department of Transportation (FDOT). Finally, that City Council adopt a supplemental budget resolution appropriating the grant funds.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Port of Pensacola received an allocation of Seaport Grant Programs funding from the Florida Department of Transportation as part of their fiscal year-end work program and grant funds reallocation process.

This grant is specifically for port upland (non-berth related) improvements to include engineering, material procurement, and construction of infrastructure improvements to sustain or enhance cargo and/or other port operations. All activities as it relates to this grant must be associated with infrastructure improvements to sustain or enhance cargo and other Port operations in order to qualify for the 50% match criteria. The Port has until April 30, 2024, the date the grant agreement expires, to expend all funds.

Previously, City Council authorized and appropriated a \$1 million transfer from the Local Option Sales Tax (LOST) Fund Economic Development project to provide the funding for the local match portion of the Port's Berth 6 Rehabilitation Project. That project came in significantly under budget and will require less local match than originally anticipated. Since the work contemplated under this grant is also allowable under the rules governing the expenditure of LOST funds, a portion of the savings from the Berth 6 project will be reallocated to provide the 50% local match for this project.

PRIOR ACTION:

April 11, 2019 - City Council adopted Supplemental Budget Resolution No. 2019-19 transferring \$1 million from the Local Option Sales Tax Fund to the Port Fund for the local match portion of the Port's Berth 6 Rehabilitation Project.

FUNDING:

Budget:	\$ 225,000	Florida Seaport Grant
	<u>225,000</u>	Reallocation of Berth 6 Local Match Funding
	\$ 450,000	Total Funding
Actual:	\$ 315,000	Construction (Estimated)
	90,000	Engineering/Design (Estimated)
	<u>45,000</u>	CEI/Construction & Project Mgt Svcs (Estimated)
	\$ 450,000	Total Project Costs (Estimated)

FINANCIAL IMPACT:

The City's required matching funds of \$225,000 will come from savings realized from the Berth 6 Rehabilitation Project grant matching funds previously appropriated on Supplemental Budget Resolution No. 2019-19. Adoption of the supplement budget resolution will appropriate the grant funds.

CITY ATTORNEY REVIEW: Yes

5/1/2019

STAFF CONTACT:

Christopher L. Holley, City Administrator
Amy Miller, Port Director

ATTACHMENTS:

- 1) Public Transportation Grant Agreement
- 2) Resolution authorizing a Joint Public Transportation Agreement with FDOT
- 3) Supplemental Budget Resolution
- 4) Supplemental Budget Explanation

PRESENTATION: No

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 445548-1-94-01	Fund(s): Work Activity Code/Function: Federal Number/Federal Award Identification Number (FAIN) – Transit only: Federal Award Date:	DPTO 215	FLAIR Category: 088794 Object Code: 751000 Org. Code: 55032020329 Vendor Number: F596000406008
Contract Number:	Agency DUNS Number:	80-939- 7102	
CFDA Number: N/A	CFDA Title: N/A		
CSFA Number: 55.005	CSFA Title: Seaport Grant Programs		

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT (“Agreement”) is entered into _____, by and between the State of Florida, Department of Transportation, (“Department”), and City of Pensacola (Port of Pensacola), (“Agency”). The Department and the Agency are sometimes referred to in this Agreement as a “Party” and collectively as the “Parties.”

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as **Exhibit “D”, Agency Resolution** and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 311, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department’s participation in Port of Pensacola’s upland cargo improvement initiative, as further described in **Exhibit “A”, Project Description and Responsibilities**, attached and incorporated into this Agreement (“Project”), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

X **Aviation**
 Seaports
 Transit
 Intermodal
 Rail Crossing Closure
 Match to Direct Federal Funding (Aviation or Transit)
 Other

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

X Exhibit A: Project Description and Responsibilities
 X Exhibit B: Schedule of Financial Assistance
 *Exhibit B1: Deferred Reimbursement Financial Provisions
 *Exhibit B2: Advance Payment Financial Provisions
 X *Exhibit C: Terms and Conditions of Construction
 X Exhibit D: Agency Resolution
 X Exhibit E: Program Specific Terms and Conditions
 X Exhibit F: Contract Payment Requirements
 X *Exhibit G: Financial Assistance (Single Audit Act)
 *Additional Exhibit(s):

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/19

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. Time. Unless specified otherwise, all references to “days” within this Agreement refer to calendar days.

6. Term of Agreement. This Agreement shall commence upon full execution by both Parties (“Effective Date”) and continue through April 30, 2024. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.

a. If this box is checked the following provision applies:

Unless terminated earlier, work on the Project shall commence no later than the day of , or within N/A days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

7. Amendments, Extensions, and Assignment. This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.

8. Termination or Suspension of Project. The Department may, by written notice to the Agency, suspend any or all of the Department’s obligations under this Agreement for the Agency’s failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.

a. If the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department’s maximum financial assistance. If any portion of the Project is located on the Department’s right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

9. Project Cost:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/19

- a. The estimated total cost of the Project is \$450,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$225,000 and, the Department's participation in the Project shall not exceed 50.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:

Travel expenses are NOT eligible for reimbursement under this Agreement.

Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/19

f. Financial Consequences. Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within sixty (60) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

g. Invoice Processing. An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records Retention. The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Progress Reports. Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. Submission of Other Documents. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/19

- k. Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

- o. Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/19

in writing by the Department. Specific unallowable costs may be listed in **Exhibit “A”, Project Description and Responsibilities.**

- 11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.
- a. Necessary Permits Certification.** The Agency shall certify to the Department that the Agency’s design consultant and/or construction contractor has secured the necessary permits.
 - b. Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
 - c. Notification Requirements When Performing Construction on Department’s Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department’s right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i.** Require the construction work of the Project that is on the Department’s right-of-way to be performed by a Department prequalified contractor, or
 - ii.** Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
 - d.** If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
 - e.** If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i.** Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii.** Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii.** Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
 - f. Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.
 - g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/19

best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

- 13. Maintenance Obligations.** In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. **Single Audit.** The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/19

inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “G”, Financial Assistance (Single Audit Act)**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/19

the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Financial Assistance (Single Audit Act)**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/19

with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.
- viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.
- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/19

- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Agency shall indemnify and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Agency's sovereign immunity."

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/19

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.
- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 02/19

or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.
- g. **Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. **Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).

**PUBLIC TRANSPORTATION
GRANT AGREEMENT**

- i. **Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. **Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

AGENCY City of Pensacola (Port of Pensacola)

By: _____

Name: Grover C. Robinson, IV

Title: Mayor

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: Jared Perdue, P.E.

Title: Director of Transportation Development

Legal as to form:

City Attorney

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): This Project is comprised of multiple upland cargo improvement components. A first component focuses on improving the flow of traffic through upgrades to on-port road and railway facilities. A second component will enhance the Port's ability to efficiently handle cargo through the improvement and development of cargo handling and storage facilities. A third component will increase the Port's operating efficiency through the upgrade and relocation of on-port utility systems. A fourth component will focus on improving the Port's storm water treatment facilities. A fifth component will increase safety and operating efficiencies through improvements to the Port's lighting systems.

B. Project Location (limits, city, county, map): Port of Pensacola, Pensacola, FL

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): This Project includes the environmental work, design work, and construction work required to complete the upland cargo improvement activities described in the Project Description, including: anchoring components; asphalt paving activities; backfilling; cable protection systems; cargo pad components; compaction; concrete; construction inspection services; construction management services; construction services; consulting services; container racks; contractor stand-by; cost estimates; demobilization; demolition; disposal of old railroad materials; drainage systems; drywall; dust control systems; earthwork; electrical systems; engineering services; environmental assessments; fasteners and connectors; feasibility studies; fencing; final plan development; flooring; framing; fire protection systems; form work; gatehouse components; gate installation or reconfiguration; geotechnical services; glass and glazing; ground covering; handrails; installation and testing; insulation; interior divider walls; lighting systems; masonry; mitigation assessments; mobilization; paving; painting; permitting; plan development (e.g., 30 / 60 / 90 / 100% and as-builts); plumbing systems; precast concrete; preconstruction engineering and design; procurement cost; railroad cross ties and ballast; rail crossing equipment; railroad materials and installation; ramps; rebar installation; relocation of utilities; roadway components; roadway medians; roofing systems; shore and slope protection; signage and way finding; soil management work; stormwater management; striping of roadway or storage areas; structural components; surveying; switch gear; tie box anchoring; tie plates; underlying subgrade; utility system components; ventilation systems; warehouse components; and, windows.

D. Deliverable(s):

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to): Travel costs are unallowable costs.

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants.



Port of Pensacola

N

Project Location

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
 GRANT AGREEMENT EXHIBITS**

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 03/19

EXHIBIT B

Schedule of Financial Assistance

FUNDS AWARDED TO THE AGENCY AND REQUIRED MATCHING FUNDS PURSUANT TO THIS AGREEMENT
 CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Management Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
445548-1-94-01	DPTO	088794	2019	751000	55.005	Seaport Grant Programs	\$225,000
445548-1-94-01	LF	088794	2019				\$225,000
Total Financial Assistance							\$450,000

B. Estimate of Project Costs by Grant Phase:

Phases*	State	Local	Federal	Totals	State %	Local %	Federal %
Land Acquisition	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Planning	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Environmental/Design/Construction	\$225,000	\$225,000	\$0	\$450,000	50.00	50.00	0.00
Capital Equipment	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Match to Direct Federal Funding	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Mobility Management (Transit Only)	\$0	\$0	\$0	\$0	0.00	0.00	0.00
Totals	\$225,000	\$225,000	\$0	\$450,000			

*Shifting items between these grant phases requires execution of an Amendment to the Public Transportation Grant Agreement.

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category (grant phase) has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Ray Corbitt

 Department Grant Manager Name

 Signature

 Date

EXHIBIT C

TERMS AND CONDITIONS OF CONSTRUCTION

1. Design and Construction Standards and Required Approvals.

- a. The Agency understands that it is responsible for the preparation and certification of all design plans for the Project. The Agency shall hire a qualified consultant for the design phase of the Project or, if applicable, the Agency shall require their design-build contractor or construction management contractor to hire a qualified consultant for the design phase of the Project.
- b. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Agency for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Agency shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Agency shall request a Notice to Proceed from the Department's Project Manager, Ray Corbitt or FDOT District 3 Seaport Coordinator (email: Ray.Corbitt@dot.state.fl.us) or from an appointed designee. Any construction phase work performed prior to the execution of this required Notice to Proceed is not subject to reimbursement.
- c. The Agency will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Project Manager prior to bidding or commencing construction of the Project.
- d. The Agency shall require the Agency's contractor to post a payment and performance bond in accordance with applicable law(s).
- e. The Agency shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that the construction work will meet all applicable Agency and Department standards.
- f. Upon completion of the work authorized by this Agreement, the Agency shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineer's Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached to this Exhibit. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans or specifications, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

2. Construction on the Department's Right of Way. If the Project involves construction on the Department's right-of-way, then the following provisions apply to any and all portions of the Project that are constructed on the Department's right-of-way:

- a. The Agency shall hire a qualified contractor using the Agency's normal bid procedures to perform the construction work for the Project. The Agency must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or the Contractor exhibits past project experience in the last five years that are comparable in scale, composition, and overall quality to the site characterized within the scope of services of this Project.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 3/19

- b. Construction Engineering Inspection (CEI) services will be provided by the Agency by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Notwithstanding the foregoing, the Department may issue a written waiver of the CEI requirement for portions of Projects involving the construction of bus shelters, stops, or pads.
- c. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, the Department Design Standards, and the Manual of Uniform Traffic Control Devices (MUTCD). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, Florida Design Manual, Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book"), and the Department Traffic Engineering Manual. The Agency will be required to submit any construction plans required by the Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Agency shall be required to notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Agency shall maintain the area of the Project at all times and coordinate any work needs of the Department during construction of the Project.
- d. The Agency shall notify the Department a minimum of 48 hours before beginning construction within Department right-of-way. The Agency shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is Ray Corbitt or FDOT District 3 Seaport Coordinator.
- e. The Agency shall be responsible for monitoring construction operations and the maintenance of traffic (MOT) throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Agency is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Agency that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.
- f. The Agency shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
- g. The Agency will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
- h. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Agency, except as may otherwise be provided in separate agreements. The Agency shall not acquire any right, title, interest or

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 3/19

estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Agency's use, occupancy or possession of Department right of way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, F.S.

- i. The Agency shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.
- j. The Agency shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
- k. The Agency shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, the United States Environmental Protection Agency, the United States Army Corps of Engineers, the United States Coast Guard and local governmental entities.
- l. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Agency. The Agency shall bear all construction delay costs incurred by the Department.
- m. The Agency shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.
- n. The Agency will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
- o. The acceptance procedure will include a final "walk-through" by Agency and Department personnel. Upon completion of construction, the Agency will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Agency shall remove its presence, including, but not limited to, all of the Agency's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
- p. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Agency. The Agency shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Agency and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Agency fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Agency with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Agency's sole cost and expense,

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

without Department liability to the Agency for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Agency with an invoice for the costs incurred by the Department and the Agency shall pay the invoice within thirty (30) days of the date of the invoice.

- q. The Agency shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Agency shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
- r. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Agency to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.
- s. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
- t. Restricted hours of operation will be as follows, unless otherwise approved by the Department's District Construction Engineer or designee (insert hours and days of the week for restricted operation): Not Applicable
- u. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Insert District PIO contract info:

Phone: (850) 330-1205; FAX: (850) 330-1761

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

3. **Engineer's Certification of Compliance.** The Agency shall complete and submit the following Notice of Completion and if applicable Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

NOTICE OF COMPLETION

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20_____.

By: _____

Name: _____

Title: _____

**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

ENGINEER'S CERTIFICATION OF COMPLIANCE

PUBLIC TRANSPORTATION GRANT AGREEMENT
BETWEEN
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

DEPARTMENT CONTRACT NO.: _____

FINANCIAL MANAGEMENT NO.: _____

In accordance with the Terms and Conditions of the Public Transportation Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/19

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – INTERMODAL ACCESS

The Program Specific Terms and Conditions - Intermodal Access, are to be used for capacity projects only, such as: intermodal studies (feasibility, preliminary design and engineering); fixed guide-way systems; capacity road and capacity rail projects that are designed to terminate at major modal facilities (airports, seaports, railroad and transit terminals, etc.); intermodal and multi-modal transportation terminals; development of dedicated bus lanes; or public projects that otherwise facilitate the intermodal movement of people and goods.

A. General.

1. These assurances shall form an integral part of the Agreement between the Department and the Agency.
2. These assurances delineate the obligations of the parties to this Agreement to ensure their commitment and compliance with specific provisions of **Exhibit “A”, Project Description and Responsibilities** and **Exhibit “B”, Schedule of Financial Assistance** as well as serving to protect public investment in the intermodal system.
3. The Agency shall comply with the assurances as specified in this Agreement.

B. Required Documents. The documents listed below, as applicable, are required to be submitted to the Department by the Agency in accordance with the terms of this Agreement:

1. Quarterly Progress Reports provided within thirty (30) days of the end of each calendar year quarter, if requested by the Department.
2. Electronic invoice summaries and backup information, including a progress report must be submitted to the District Office when requesting payment.
3. All proposals, plans, specifications, and third party contracts covering the Project.

C. Duration of Terms and Assurances.

1. The terms and assurances of this Agreement shall remain in full force and effect throughout the useful life of a facility developed; equipment acquired; or Project items installed within a facility, but shall not exceed 20 years from the effective date of this Agreement.
2. There shall be no limit on the duration of the terms and assurances of this Agreement with respect to real property acquired with funds provided by the State of Florida.

D. Compliance with Laws and Rules. The Agency hereby certifies, with respect to this Project, it will comply, within its authority, with all applicable, current laws and rules of the State of Florida and local governments, which may apply to the Project. Including but not limited to the following (current version of each):

1. Florida Statutes (F.S.)
2. Local Government Requirements
 - a. Local Zoning/Land Use Ordinance
 - b. Local Comprehensive Plan

E. Construction Certification. The Agency hereby certifies, with respect to a construction-related project, that all design plans and specifications will comply with applicable federal, state, local, and professional standards, including but not limited to the following:

1. Federal Requirements
2. Local Government Requirements
 - a. Local Building Codes
 - b. Local Zoning Codes
3. Department Requirements
 - a. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (commonly referred to as the “Florida Green Book”)
 - b. Manual on Uniform Traffic Control Devices

F. Consistency with Local Government Plans.

1. The Agency assures the Project is consistent with the currently existing and planned future land use development plans approved by the local government having jurisdictional responsibility.

2. The Agency assures that it has given fair consideration to the interest of local communities and has had reasonable consultation with those parties affected by the Project.
3. The Agency assures that the Comprehensive Master Plan, if applicable, is incorporated as part of the approved local government comprehensive plan as required by Chapter 163, F.S.

G. Land Acquisition Projects. For the purchase of real property, the Agency assures that it will:

1. Acquire the land in accordance with federal and state laws governing such action.
2. Maintain direct control of Project administration, including:
 - a. Maintain responsibility for all related contract letting and administrative procedures.
 - b. Secure written Department approval to execute each agreement for the purchase of real property with any third party.
 - c. Ensure a qualified, State certified general appraiser provides all necessary services and documentation.
 - d. Furnish the Department with a projected schedule of events and a cash flow projection within 20 calendar days after completion of the review appraisal.
 - e. Establish a Project account for the purchase of the land.
 - f. Collect and disburse federal, state, and local Project funds.
3. The Agency assures that it shall use the land for intermodal purposes in accordance with the terms and assurances of this Agreement within 10 years of acquisition.

H. Preserving Rights, Powers and Interest.

1. The Agency will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms and assurances of this Agreement without the written approval of the Department. Further, it will act promptly to acquire, extinguish, or modify, in a manner acceptable to the Department, any outstanding rights or claims of right of others which would interfere with such performance by the Agency.
2. If an arrangement is made for management and operation of the funded facility or equipment by any entity or person other than the Agency, the Agency will reserve sufficient rights and authority to ensure that the funded facility or equipment will be operated and maintained in accordance with the terms and assurances of this Agreement.
3. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in the funded facility or equipment without prior written approval by the Department. This assurance shall not limit the Agency's right to lease intermodal property, facilities or equipment for intermodal-compatible purposes in the regular course of business.

I. Third Party Contracts. The Department reserves the right to approve third party contracts, except that written approval is hereby granted for:

1. Execution of contracts for materials from a valid state or intergovernmental contract. Such materials must be included in the Department approved Project scope and/or quantities.
2. Other contracts less than \$5,000.00 excluding engineering consultant services and construction contracts. Such services and/or materials must be included in the Department approved Project scope and/or quantities.
3. Construction change orders less than \$5,000.00. Change orders must be fully executed prior to performance of work.
4. Contracts, purchase orders, and construction change orders (excluding engineering consultant services) up to the threshold limits of Category Three. Such contracts must be for services and/or materials included in the Department approved Project scope and/or quantities. Purchasing Categories and Thresholds are defined in Section 287.017, F.S., and Chapter 60, Florida Administrative Code. The threshold limits are adjusted periodically for inflation, and it shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Agreement section comply with the current threshold limits. Obligations made in excess of the appropriate limits shall be cause for Department non-participation.
5. In all cases, the Agency shall include a copy of the executed contract or other agreement with the backup documentation of the invoice for reimbursement of costs associated with the contract.

EXHIBIT F

Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 03/19

EXHIBIT G

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation

State Project Title: Seaport Grant Programs

CSFA Number: 55.005

***Award Amount:** \$225,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.005 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.005 are provided at: <https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

RESOLUTION
NO. 2019-29

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE, ON BEHALF OF THE PORT OF PENSACOLA, A JOINT PARTICIPATION AGREEMENT WITH THE DISTRICT SECRETARY OR THE DIRECTOR OF TRANSPORTATION DEVELOPMENT OF THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR A PROJECT ENTITLED PORT OF PENSACOLA'S UPLAND CARGO IMPROVEMENT INITIATIVE.

WHEREAS, the Port of Pensacola has a responsibility to maintain and expand the seaport facility when required; and

WHEREAS, funding has been allocated by the State of Florida to provide funding assistance for Port infrastructure improvements as described in the application for funding submitted to the State; and

WHEREAS, said funding has been included in the Florida Department of Transportation work program; and

WHEREAS, the parties are required to enter into a Public Transportation Grant Agreement in order to lawfully expend state grant funds; and

WHEREAS, the Florida Department of Transportation has offered a Florida Seaport Grant Programs Joint Participation Agreement with a maximum participation by the Florida Department of Transportation of \$225,000.

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

SECTION 1. That the City of Pensacola, on behalf of the Port of Pensacola, shall enter into the Public Transportation Grant Agreement between the City of Pensacola and the Florida Department of Transportation for Port of Pensacola Upland Cargo Improvement Initiative.

SECTION 2. The City of Pensacola affirms its acceptance of future maintenance and other attendance costs occurring after completion of the Port of Pensacola Upland Cargo Improvement Initiative.

SECTION 3. The Mayor and City Clerk are hereby authorized and directed to execute and attest the Public Transportation Grant Agreement between the City of

Pensacola and the Florida Department of Transportation for Port of Pensacola Upland Cargo Improvement Initiative.

SECTION 4. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.30(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk

**RESOLUTION
NO. 2019-27**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2019; 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. PORT FUND

As Reads:	State Grants	3,757,779
Amended		
To Read:	State Grants	3,982,779
As Reads:	Capital Outlay - Grants	3,656,056
Amended		
To Read:	Capital Outlay - Grants	3,881,056

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

MAY 2019 - SUPPLEMENTAL BUDGET RESOLUTION - PORT OF PENSACOLA - RES NO. 2019-27

FUND	ACCOUNT NUMBER	AMOUNT	DESCRIPTION
A. PORT FUND	403		
Estimated Revenues			
State Grant	403.433.334426	225,000	Increase estimated revenue from State Grants
		<u>225,000</u>	
Total Revenues		<u>225,000</u>	
Fund Balance		<u>0</u>	Increase appropriated fund balance
Total Estimated Revenues and Fund Balance		<u><u>225,000</u></u>	
Appropriations			
Capital Outlay	062010-9669-403164	225,000	Increase appropriation for Capital Outlay
Capital Outlay	060060-9669-403164	225,000	Increase appropriation for Capital Outlay
Capital Outlay	060060-9669-403150	(225,000)	Decrease appropriation for Capital Outlay - Berth 6
Total Appropriations		<u><u>225,000</u></u>	



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 2019-29

City Council

5/16/2019

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

RESOLUTION NO. 2019-29 - JOINT PARTICIPATION AGREEMENT - FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) - PORT UPLAND CARGO IMPROVEMENT INITIATIVE

RECOMMENDATION:

That City Council adopt Resolution No. 2019-29.

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE, ON BEHALF OF THE PORT OF PENSACOLA, A JOINT PARTICIPATION AGREEMENT WITH THE DISTRICT SECRETARY OR THE DIRECTOR OF TRANSPORTATION DEVELOPMENT OF THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR A PROJECT ENTITLED PORT OF PENSACOLA'S UPLAND CARGO IMPROVEMENT INITIATIVE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Port of Pensacola received an allocation of Seaport Grant Programs funding from the Florida Department of Transportation as part of their fiscal year-end work program and grant funds reallocation process.

This grant is specifically for port upland (non-berth related) improvements to include engineering, material procurement, and construction of infrastructure improvements to sustain or enhance cargo and/or other port operations. All activities as it relates to this grant must be associated with infrastructure improvements to sustain or enhance cargo and other Port operations in order to qualify for the 50% match criteria. The Port has until April 30, 2024, the date the grant agreement expires, to expend all funds.

Previously, City Council authorized and appropriated a \$1 million transfer from the Local Option Sales Tax (LOST) Fund Economic Development project to provide the funding for the local match portion of the Port's Berth 6 Rehabilitation Project. That project came in significantly under budget and will require less local match than originally anticipated. Since the work contemplated under this grant is also allowable under the rules governing the expenditure of LOST funds, a portion of the savings from the Berth 6 project will be reallocated to provide the 50% local match for this project.

PRIOR ACTION:

April 11, 2019 - City Council adopted Supplemental Budget Resolution No. 2019-19 transferring \$1 million from the Local Option Sales Tax Fund to the Port Fund for the local match portion of the Port's Berth 6 Rehabilitation Project.

FUNDING:

Budget:	\$ 225,000	Florida Seaport Grant
	<u>225,000</u>	Reallocation of Berth 6 Local Match Funding
	\$ 450,000	Total Funding
Actual:	\$ 315,000	Construction (Estimated)
	90,000	Engineering/Design (Estimated)
	<u>45,000</u>	CEI/Construction & Project Mgt Svcs (Estimated)
	\$ 450,000	Total Project Costs (Estimated)

FINANCIAL IMPACT:

The City's required matching funds of \$225,000 will come from savings realized from the Berth 6 Rehabilitation Project grant matching funds previously appropriated on Supplemental Budget Resolution No. 2019-19. Adoption of the supplement budget resolution will appropriate the grant funds.

CITY ATTORNEY REVIEW: Yes

5/1/2019

STAFF CONTACT:

Christopher L. Holley, City Administrator
Amy Miller, Port Director

ATTACHMENTS:

- 1) Resolution No. 2019-29

PRESENTATION: No

RESOLUTION
NO. 2019-29

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR OF THE CITY OF PENSACOLA TO EXECUTE, ON BEHALF OF THE PORT OF PENSACOLA, A JOINT PARTICIPATION AGREEMENT WITH THE DISTRICT SECRETARY OR THE DIRECTOR OF TRANSPORTATION DEVELOPMENT OF THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR A PROJECT ENTITLED PORT OF PENSACOLA'S UPLAND CARGO IMPROVEMENT INITIATIVE.

WHEREAS, the Port of Pensacola has a responsibility to maintain and expand the seaport facility when required; and

WHEREAS, funding has been allocated by the State of Florida to provide funding assistance for Port infrastructure improvements as described in the application for funding submitted to the State; and

WHEREAS, said funding has been included in the Florida Department of Transportation work program; and

WHEREAS, the parties are required to enter into a Public Transportation Grant Agreement in order to lawfully expend state grant funds; and

WHEREAS, the Florida Department of Transportation has offered a Florida Seaport Transportation & Economic Development Program Joint Participation Agreement with a maximum participation by the Florida Department of Transportation of \$225,000.

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

SECTION 1. That the City of Pensacola, on behalf of the Port of Pensacola, shall enter into the Public Transportation Grant Agreement between the City of Pensacola and the Florida Department of Transportation for Port of Pensacola Upland Cargo Improvement Initiative.

SECTION 2. The City of Pensacola affirms its acceptance of future maintenance and other attendance costs occurring after completion of the Port of Pensacola Upland Cargo Improvement Initiative.

SECTION 3. The Mayor and City Clerk are hereby authorized and directed to execute and attest the Public Transportation Grant Agreement between the City of Pensacola and the Florida Department of Transportation for Port of Pensacola Upland Cargo Improvement Initiative.

SECTION 4. This resolution shall become effective on the fifth business day after adoption, unless otherwise provided pursuant to Section 4.30(d) of the City Charter of the City of Pensacola.

Adopted: _____

Approved: _____
President of City Council

Attest:

City Clerk



Memorandum

File #: 2019-27

City Council

5/16/2019

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2019-27 - PORT OF PENSACOLA - FLORIDA SEAPORT GRANT PROGRAMS GRANT #445548-1-94-01 - PORT OF PENSACOLA'S UPLAND CARGO IMPROVEMENT INITIATIVE

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2019-27.

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019; PROVIDING FOR AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Port of Pensacola received an allocation of Seaport Grant Programs funding from the Florida Department of Transportation as part of their fiscal year-end work program and grant funds reallocation process.

This grant is specifically for port upland (non-berth related) improvements to include engineering, material procurement, and construction of infrastructure improvements to sustain or enhance cargo and/or other port operations. All activities as it relates to this grant must be associated with infrastructure improvements to sustain or enhance cargo and other Port operations in order to qualify for the 50% match criteria. The Port has until April 30, 2024, the date the grant agreement expires, to expend all funds.

Previously, City Council authorized and appropriated a \$1 million transfer from the Local Option Sales Tax (LOST) Fund Economic Development project to provide the funding for the local match portion of the Port's Berth 6 Rehabilitation Project. That project came in significantly under budget and will require less local match than originally anticipated. Since the work contemplated under this grant is also allowable under the rules governing the expenditure of LOST funds, a portion of the savings from the Berth 6 project will be reallocated to provide the 50% local match for this project.

PRIOR ACTION:

April 11, 2019 - City Council adopted Supplemental Budget Resolution No. 2019-19 transferring \$1 million from the Local Option Sales Tax Fund to the Port Fund for the local match portion of the Port's Berth 6 Rehabilitation Project.

FUNDING:

Budget:	\$ 225,000	Florida Seaport Grant
	<u>225,000</u>	Reallocation of Berth 6 Local Match Funding
	\$ 450,000	Total Funding
Actual:	\$ 315,000	Construction (Estimated)
	90,000	Engineering/Design (Estimated)
	<u>45,000</u>	CEI/Construction & Project Mgt Svcs (Estimated)
	\$ 450,000	Total Project Costs (Estimated)

FINANCIAL IMPACT:

The City's required matching funds of \$225,000 will come from savings realized from the Berth 6 Rehabilitation Project grant matching funds previously appropriated on Supplemental Budget Resolution No. 2019-19. Adoption of the supplement budget resolution will appropriate the grant funds.

CITY ATTORNEY REVIEW: Yes

5/1/2019

STAFF CONTACT:

Christopher L. Holley, City Administrator
Amy Miller, Port Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2019-27
- 2) Supplemental Budget Explanation No. 2019-27

PRESENTATION: No

**RESOLUTION
NO. 2019-27**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2019; 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. PORT FUND

As Reads:	State Grants	3,757,779
Amended		
To Read:	State Grants	3,982,779
As Reads:	Capital Outlay - Grants	3,656,056
Amended		
To Read:	Capital Outlay - Grants	3,881,056

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

MAY 2019 - SUPPLEMENTAL BUDGET RESOLUTION - PORT OF PENSACOLA - RES NO. 2019-27

FUND	ACCOUNT NUMBER	AMOUNT	DESCRIPTION
A. PORT FUND	403		
Estimated Revenues			
State Grant	403.433.334426	225,000	Increase estimated revenue from State Grants
		225,000	
Total Revenues		225,000	
Fund Balance		0	Increase appropriated fund balance
Total Estimated Revenues and Fund Balance		225,000	
Appropriations			
Capital Outlay	062010-9669-403164	225,000	Increase appropriation for Capital Outlay
Capital Outlay	060060-9669-403164	225,000	Increase appropriation for Capital Outlay
Capital Outlay	060060-9669-403150	(225,000)	Decrease appropriation for Capital Outlay - Berth 6
Total Appropriations		225,000	



Memorandum

File #: 19-00204

City Council

5/16/2019

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

JOINT PARTICIPATION AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION - PURCHASE OF UNINTERRUPTED POWER SUPPLIES AND BATTERIES FOR TRAFFIC SIGNAL CABINETS

RECOMMENDATION:

That City Council authorize the Mayor to execute a Joint Participation Agreement with the Florida Department of Transportation, in the amount of \$151,600.00, for the purchase of Uninterrupted Power Supplies and Batteries for Traffic Signal Cabinets. Further, that City Council authorize the Mayor to take all action necessary to implement the Joint Participation Agreement. Finally, that City Council adopt a supplemental budget resolution appropriating the funding for this project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City requested from the Florida Department of Transportation the funds to purchase the Uninterrupted Power Supplies, Batteries, and Cabinets for Traffic Signal Cabinets at the following intersections that are State owned within City limits:

UPS installations

- SR 289/9th Ave. at SR 30/ Chase St.
- SR 289/9th Ave. at SR 30/ Gregory St.
- SR 289/9th Ave. at SR 10A/ Cervantes St.
- SR 289/9th Ave. at SR 742/Creighton Rd.
- SR 10A/ Cervantes St. at SR 292/Pace Blvd.
- SR 10A//Cervantes St. at SR 95/Palafox St.
- SR 10A/ Cervantes St. at Haynes St.
- SR 10A/ Cervantes St. at 17th St.
- SR 30/Garden St. at SR 95/Palafox St.
- SR 10A/Scenic Hwy. at Summit Blvd.
- SR 10A/Scenic Hwy. at Langley Ave.

- SR 10A/Scenic Hwy. at SR 742/ Creighton Rd.
- SR 750/Airport Blvd. at 12th Ave.
- SR 291/Davis Hwy. at Langley Ave.
- SR 292/Pace Blvd. at SR 30/Garden St.
- SR 292/Pace Blvd. at SR 292/Barrancas Ave
- SR 10A/Cervantes St at E St.
- SR 30/Navy Blvd. at W St.

Battery Replacements

- N. 9th Ave and Bayou Blvd
- N. 9th Ave and Fairfield Dr
- Fairfield Dr and Davis
- Fairfield Dr and I-110 NB Ramp
- Fairfield Dr and I-110 SB Ramp
- Bayou Blvd and Target Store
- Bayou Blvd and 12th Ave
- Chase St and Bayfront Pkwy

Cabinet Replacements

- N 9th Ave. at SR 30/ Chase St.
- E Gregory St. at SR 95/Palafox St.
- E Chase St. at SR 95/Palafox St.

This equipment will provide a power source for the traffic signals at the intersection instead of dispatching city crews to the locations when there is a loss of power. This will allow City crews to respond to power outages of a larger scale and continue to provide major intersections with the much needed control during a significant power outage.

PRIOR ACTION:

None

FUNDING:

Budget: \$151,600.00 Provided by FDOT - JPA

Actual: \$151,600.00

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the funds for this project.

CITY ATTORNEY REVIEW: Yes

5/2/2019

STAFF CONTACT:

Christopher L. Holley, City Administrator

L. Derrik Owens, P.E., Director of Public Works and Facilities/City Engineer

ATTACHMENTS:

- 1) JPA City of Pensacola Combined - John A Update
- 2) Supplemental Budget Resolution
- 3) Supplemental Budget Explanation

PRESENTATION: No

Financial Project Number(s): **445568-1-88-01**
Contract No.: **ASE09**
COUNTY: Escambia County

JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF PENSACOLA

This AGREEMENT is between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, with offices at 1074 Highway 90 East, Chipley, FL 32428 (the “DEPARTMENT”), and the **CITY OF PENSACOLA**, a political subdivision of the State of Florida, with offices at 222 West Main Street, Pensacola, FL 32502 (the “CITY”). The DEPARTMENT and the CITY are sometimes referred to in this AGREEMENT as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this AGREEMENT pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the Parties are desirous of having the CITY purchase and install eighteen (18) Uninterruptible Power Supply (UPS) battery backup systems at 18 intersections, thirty-two (32) new batteries at eight (8) intersections, and replace signal cabinets and wiring at 2 intersections, under Financial Project Number 445568-1-88-01, which is further described on Exhibit “A” – Scope of Services, attached hereto and made a part hereof (the “PROJECT”); and

WHEREAS, the PROJECT is on the State Highway System, is not revenue producing and is contained in the adopted work program; and

WHEREAS, the DEPARTMENT is prepared to reimburse the CITY for the actual costs of the PROJECT in an amount up to but not to exceed **ONE HUNDRED FIFTY-ONE THOUSAND SIX HUNDRED AND XX/100 DOLLARS (\$151,600.00)** that has been allocated in the fiscal year **2019**; and

WHEREAS, the implementation of this PROJECT is in the best interest of both Parties and it would be most practical, expeditious, and economical for the CITY to perform services to complete the PROJECT;

WHEREAS, the intent of this AGREEMENT is to establish the terms and conditions of the funding and production of this PROJECT; and

WHEREAS, the CITY, by resolution number _____, dated _____, 201_, a copy of which is attached hereto as Exhibit "D" and made a part hereof, has authorized the _____ to enter into this AGREEMENT.

NOW THEREFORE, in consideration of the mutual benefits to be derived by the terms of this AGREEMENT, the Parties agree as follows:

1 – TERM:

- A. This AGREEMENT shall begin upon full execution by both Parties and the CITY shall complete the PROJECT on or before **June 30, 2020**. If the CITY does not complete the PROJECT within this time period, this AGREEMENT will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the CITY and granted in writing by the DEPARTMENT prior to the expiration of this AGREEMENT. Expiration of this AGREEMENT will be considered termination of the PROJECT. The CITY acknowledges that no reimbursements for the actual costs of the PROJECT will be provided by the DEPARTMENT under this AGREEMENT for work performed on the PROJECT that is not timely completed and invoiced in accordance with the terms of this AGREEMENT, for work performed prior to full execution of this AGREEMENT, or for work performed after expiration of this AGREEMENT. Notwithstanding the foregoing, the CITY shall remain obligated to complete all aspects of the PROJECT identified in this AGREEMENT in accordance with its terms, unless otherwise agreed by the Parties in writing.

2 – SERVICES AND PERFORMANCE:

- A. The CITY shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The PROJECT and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".

3 – AMENDMENTS, EXTENSIONS AND ASSIGNMENT:

- A. This AGREEMENT may be amended or extended upon mutual written agreement of the Parties.
- B. This AGREEMENT shall not be assigned, transferred or otherwise encumbered by the CITY under any circumstances without the prior written consent of the DEPARTMENT.

4 – TERMINATION OR SUSPENSION OF PROJECT:

- A. The DEPARTMENT may, by written notice to the CITY, suspend any or all of the DEPARTMENT'S obligations under this AGREEMENT for the CITY'S failure to comply with applicable laws or the terms of this AGREEMENT until such time as the event or condition resulting in such suspension has ceased or been corrected. The DEPARTMENT

may also terminate this AGREEMENT, in whole or in part, at any time the interest of the DEPARTMENT requires such termination.

1. If the DEPARTMENT terminates this AGREEMENT, the DEPARTMENT shall notify the CITY of such termination in writing within thirty (30) days of the DEPARTMENT'S determination to terminate this AGREEMENT, with instructions as to the effective date of termination or to specify the stage of work at which the AGREEMENT is to be terminated.
2. The Parties may also terminate this AGREEMENT when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.
3. If this AGREEMENT is terminated before performance is completed, the CITY shall be reimbursed only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this AGREEMENT. All work in progress on the DEPARTMENT right-of-way will become the property of the DEPARTMENT and will be turned over promptly by the CITY.
4. Upon termination of this AGREEMENT, the CITY shall, within thirty (30) days, refund to the DEPARTMENT any funds determined by the DEPARTMENT to have been expended in violation of this AGREEMENT.

5 – PROJECT COST:

- A. The estimated cost of the PROJECT is **(\$151,600.00)**
- B. The DEPARTMENT agrees to reimburse the CITY for the actual costs of the PROJECT in an amount up to but not to exceed **ONE HUNDRED FIFTY-ONE THOUSAND SIX HUNDRED AND XX/100 DOLLARS (\$151,600.00)**. The method of compensation is more fully described in Exhibit “B” – Method of Compensation, attached hereto and made a part hereof. The CITY agrees to bear all expenses in excess of the aforementioned amount, including any cost overruns or deficits incurred in connection with completion of the PROJECT.

6 – COMPENSATION AND PAYMENT:

- A. The DEPARTMENT shall reimburse the CITY for actual costs of the PROJECT, as further described in Exhibit “A”.
- B. The CITY shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and

the criteria for evaluating successful completion. The PROJECT and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".

- C. Invoices shall be submitted by the CITY in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable, and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the DEPARTMENT'S Project Manager prior to payments. Requests for reimbursements by the CITY shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the DEPARTMENT. The CITY shall use the format for the invoice and progress report that is approved by the DEPARTMENT.
- D. Supporting documentation must establish that the deliverables were received and accepted in writing by the CITY and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in Attachment "F" – Contract Payment Requirements.
- E. There shall be no reimbursement for travel expenses under this AGREEMENT.
- F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the DEPARTMENT'S Comptroller under Section 334.044(29), Florida Statutes. If the DEPARTMENT determines that the performance of the CITY is unsatisfactory, the DEPARTMENT shall notify the CITY of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the DEPARTMENT. The CITY shall, within five (5) days after notice from the DEPARTMENT, provide the DEPARTMENT with a corrective action plan describing how the CITY will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the DEPARTMENT, the CITY will not be reimbursed to the extent of the non-performance. The CITY will not be reimbursed until the CITY resolves the deficiency. If the deficiency is subsequently resolved, the CITY may bill the DEPARTMENT for the unpaid reimbursement request(s) during the next billing period. If the CITY is unable to resolve the deficiency, the funds shall be forfeited at the end of the AGREEMENT'S term.
- G. The CITY should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days from the DEPARTMENT'S receipt of the invoice. The DEPARTMENT has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the CITY. Interest

penalties of less than one (1) dollar will not be enforced unless the CITY requests payment. Invoices that have to be returned to the CITY because of CITY preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.

- H. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for the CITY who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. The CITY shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this AGREEMENT shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this AGREEMENT and for five (5) years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the CITY'S general accounting records and the PROJECT records, together with supporting documents and records, of the contractor and all subcontractors performing work on the PROJECT, and all other records of the contractor and subcontractors considered necessary by the DEPARTMENT for a proper audit of costs.
- J. Upon request, the CITY agrees to provide progress reports to the DEPARTMENT in the standard format used by the DEPARTMENT and at intervals established by the DEPARTMENT. The DEPARTMENT will be entitled at all times to be advised, at its request, as to the status of the PROJECT and of details thereof.
- K. If, after completion of the PROJECT, any claim is made by the DEPARTMENT resulting from an audit or for work or services performed pursuant to this AGREEMENT, the DEPARTMENT may offset such amount from payments due for work or services done under any agreement which it has with the CITY owing such amount if, upon demand, payment of the amount is not made within sixty (60) days to the DEPARTMENT. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the DEPARTMENT.
- L. The CITY must submit the final invoice on the PROJECT to the DEPARTMENT within one hundred twenty (120) days after completion of the PROJECT. Invoices submitted after the 120-day time period may not be paid.
- M. In the event this AGREEMENT is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

“The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is

null and void, and no money may be paid on such contract. The DEPARTMENT shall require a statement from the Comptroller of the DEPARTMENT that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year.”

- N. The DEPARTMENT’S obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
- O. This AGREEMENT does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.
- P. Any PROJECT funds made available by the DEPARTMENT pursuant to this AGREEMENT which are determined by the DEPARTMENT to have been expended by the CITY in violation of this AGREEMENT or any other applicable law or regulation, shall be promptly refunded in full to the DEPARTMENT. Acceptance by the DEPARTMENT of any documentation or certifications, mandatory or otherwise permitted, that the CITY files shall not constitute a waiver of the DEPARTMENT’S rights as the funding agency to verify all information at a later date by audit or investigation.
- Q. In determining the amount of the payment, the DEPARTMENT will exclude all costs incurred by the CITY prior to the execution of this AGREEMENT, costs incurred after the expiration of this AGREEMENT, costs which are not provided for as described in this AGREEMENT, costs agreed to be borne by the CITY or its contractors and subcontractors for not meeting the terms of this AGREEMENT, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the DEPARTMENT.

7 – GENERAL REQUIREMENTS:

- A. The CITY shall complete the PROJECT with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this AGREEMENT and all applicable laws.
- B. The CITY shall comply and require its contractors and subcontractors to comply with all terms and conditions of this AGREEMENT and all federal, state, and local laws and regulations applicable to the PROJECT.
- C. The CITY shall have the sole responsibility for resolving claims and requests for additional work for the PROJECT by the CITY’S contractors and consultants. No funds will be provided for payment of claims or additional work on the PROJECT under this

AGREEMENT without the prior written approval of the claim or request for additional work by the DEPARTMENT.

D. The CITY shall notify the DEPARTMENT in writing upon completion of the PROJECT, the form of which is attached hereto as Exhibit “C” – Notice of Completion.

E. The CITY:

1. Shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the CITY during the term of the AGREEMENT; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the AGREEMENT to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the AGREEMENT.

F. The CITY shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CITY in conjunction with this AGREEMENT. Specifically, if the CITY is acting on behalf of a public agency, the CITY shall:

1. Keep and maintain public records required by the DEPARTMENT to perform the service.
2. Upon request from the DEPARTMENT’S custodian of public records, provide the DEPARTMENT 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 this chapter or as otherwise provided by law.
3. 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’S term and following completion of the AGREEMENT if the CITY does not transfer the records to the DEPARTMENT.
4. Upon completion of the AGREEMENT, transfer, at no cost, to the DEPARTMENT all public records in possession of the CITY or keep and maintain public records required by the DEPARTMENT to perform the service. If the CITY transfers all public records to the DEPARTMENT upon completion of the AGREEMENT, the CITY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CITY keeps and maintains public records upon completion of the AGREEMENT, the CITY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DEPARTMENT, upon request from DEPARTMENT’S custodian of public records, in a format that is compatible with the information technology systems of the DEPARTMENT.

- G. If the CITY has questions regarding the application of chapter 119, Florida Statutes, to the CITY'S duty to provide public records relating to this agreement, contact the custodian of public records at:

District 3
850-330-1894
D3prcustodian@dot.state.fl.us
Florida Department of Transportation
District 3 – Office of General Counsel
1074 Highway 90 East
Chipley, FL 32428

- H. Failure by the CITY to grant such public access shall be grounds for immediate unilateral cancellation of this AGREEMENT by the DEPARTMENT. The CITY shall promptly provide the DEPARTMENT with a copy of any request to inspect or copy public records in possession of the CITY and shall promptly provide the DEPARTMENT a copy of the CITY'S response to each such request.

8 – CONTRACTS OF THE CITY:

- A. The DEPARTMENT has the right to review and approve any and all third-party contracts with respect to the PROJECT before the CITY executes any contract or obligates itself in any manner requiring the disbursement of DEPARTMENT funds under this AGREEMENT, including consultant or construction contracts or amendments thereto. If the DEPARTMENT exercises this right and the CITY fails to obtain such approval, the DEPARTMENT may deny payment to the CITY. The DEPARTMENT may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.
- B. It is understood and agreed by the Parties that participation by the DEPARTMENT in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the CITY complying in full with the provisions of Chapter 287.057, Florida Statutes. The CITY shall certify to the DEPARTMENT that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057, Florida Statutes. It shall be the sole responsibility of the CITY to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the maximum participation amount in this AGREEMENT must be approved by the DEPARTMENT prior to CITY execution. Failure to obtain such approval,

and subsequent execution of an amendment to the AGREEMENT, if required, shall be sufficient cause for nonpayment by the DEPARTMENT.

- C. Participation by the DEPARTMENT in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the CITY'S complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the CITY shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- D. If the PROJECT is procured pursuant to Chapter 255 for construction services and at the time of competitive solicitation for the PROJECT, 50 percent or more of the cost of the PROJECT is to be paid from state-appropriated funds, then the CITY must comply with the requirements of Section 255.0991, Florida Statutes.
- E. The CITY agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

9 – CONSTRUCTION STANDARDS AND REQUIRED APPROVALS:

- A. In the event the PROJECT includes construction, the following provisions are incorporated into this AGREEMENT:
 - 1. The CITY is responsible for obtaining any and all permits necessary for the PROJECT.
 - 2. In the event the PROJECT involves construction on the DEPARTMENT'S right-of-way, the CITY shall provide the DEPARTMENT with written notification of either its intent to:
 - i. Award the construction of the PROJECT to a DEPARTMENT prequalified contractor which is the lowest and best bidder in accordance with the applicable state and federal statutes, rules, and regulations. The CITY shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or
 - ii. Construct the PROJECT utilizing existing CITY employees, if the CITY can complete said PROJECT within the time frame set forth in this AGREEMENT. The CITY'S use of this option is subject to approval by the DEPARTMENT.
 - 3. The CITY shall hire a qualified contractor using the CITY'S normal bid procedures to perform the construction work for the PROJECT.
 - 4. The CITY is responsible for provision of Construction Engineering Inspection (CEI) services. The DEPARTMENT reserves the right to require the CITY to hire

a DEPARTMENT pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the PROJECT meets the minimum construction standards established by DEPARTMENT. The DEPARTMENT shall have the right to approve the CEI firm. The DEPARTMENT shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the PROJECT. Subject to the approval of the DEPARTMENT, the CITY may choose to satisfy the requirements set forth in this paragraph by either hiring a DEPARTMENT prequalified consultant firm or utilizing CITY staff that meet the requirements of this paragraph, or a combination thereof.

5. The CITY shall adhere to the DEPARTMENT'S Conflict of Interest Procedure (FDOT Topic No. 375-030-006).
6. The CITY shall require the CITY'S contractor to post a payment and performance bond in accordance with applicable law.
7. The CITY shall be responsible to ensure that the construction work under this AGREEMENT is performed in accordance with the approved construction documents, and that it will meet all applicable CITY and DEPARTMENT standards.

10 – MAINTENANCE OBLIGATIONS:

- A. The CITY agrees to maintain the PROJECT in accordance with the terms of the existing Traffic Signal Maintenance and Compensation Agreement between the Parties.

11 – RESTRICTIONS, PROHIBITIONS, CONTROLS AND LABOR PROVISIONS:

- A. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- B. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity;

may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

- C. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the DEPARTMENT to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the CITY.
- D. No funds received pursuant to this AGREEMENT may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- E. The DEPARTMENT shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this AGREEMENT.

12 – INDEMNIFICATION AND INSURANCE:

- A. It is not intended by any of the provisions of any part of this AGREEMENT to create in the public or any member thereof, a third party beneficiary under this AGREEMENT, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this AGREEMENT. The CITY guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the CITY or any subcontractor, in connection with this AGREEMENT. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the CITY agrees to indemnify and hold harmless the DEPARTMENT, including the DEPARTMENT’S officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CITY and persons employed or utilized by the CITY in the performance of this AGREEMENT. This indemnification shall survive the termination of this AGREEMENT. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the CITY’S sovereign immunity. Additionally, the CITY agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this AGREEMENT:

“To the fullest extent permitted by law, the CITY’S contractor/consultant shall indemnify and hold harmless the CITY and the State of Florida, Department of Transportation, including the DEPARTMENT’S officers and employees, from

liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor or consultant and persons employed or utilized by the contractor or consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida or the CITY'S sovereign immunity."

- B. The CITY shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

- C. If the CITY elects to self-perform the PROJECT, and such self-performance is approved by the DEPARTMENT in accordance with the terms of this AGREEMENT, the CITY may self-insure and proof of self-insurance shall be provided to the DEPARTMENT. If the CITY elects to hire a contractor or consultant to perform the PROJECT, then the CITY shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the AGREEMENT. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The CITY shall, or cause its contractor to cause the DEPARTMENT to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the DEPARTMENT as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the AGREEMENT, and may not be shared with or diminished by claims unrelated to the AGREEMENT. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured

Retention unless the CITY is a state agency or subdivision of the State of Florida that elects to self-perform the PROJECT. Prior to the execution of the AGREEMENT, and at all renewal periods which occur prior to final acceptance of the work, the DEPARTMENT shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The DEPARTMENT shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The DEPARTMENT'S approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the DEPARTMENT may have.

- D. When the AGREEMENT includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the CITY shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the DEPARTMENT as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the AGREEMENT, and at all renewal periods which occur prior to final acceptance of the work, both the DEPARTMENT and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the DEPARTMENT and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The DEPARTMENT'S approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the DEPARTMENT may have.
- E. When the AGREEMENT involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the DEPARTMENT as an Additional Insured on the Commercial General Liability policy/ies procured above.

13 – MISCELLANEOUS:

- A. In no event shall any payment to the CITY constitute or be construed as a waiver by the DEPARTMENT of any breach of covenant or any default which may then exist on the part of the CITY and the making of such payment by the DEPARTMENT, while any such

breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the DEPARTMENT with respect to such breach or default.

- B. If any provision of this AGREEMENT is held invalid, the remainder of this AGREEMENT shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- C. The Parties agree that the CITY, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the DEPARTMENT as a result of this AGREEMENT.
- D. By execution of this AGREEMENT, the CITY represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- E. Nothing in this AGREEMENT shall require the CITY to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the AGREEMENT violate any applicable state law, the CITY will at once notify the DEPARTMENT in writing in order that appropriate changes and modifications may be made by the Parties to the end that the CITY may proceed as soon as possible with the PROJECT.
- F. This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same AGREEMENT. A facsimile or electronic transmission of this AGREEMENT with a signature on behalf of a Party will be legal and binding on such Party.
- G. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements or understandings concerning the subject matter of this AGREEMENT that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements, whether written or oral. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- H. The DEPARTMENT reserves the right to unilaterally terminate this Agreement for failure by the CITY to comply with the provisions of Chapter 119, Florida Statutes.
- I. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of this AGREEMENT and Florida law, the laws of Florida shall prevail. The CITY agrees to waive forum and venue and that the DEPARTMENT shall determine the forum and venue in which any dispute under this AGREEMENT is decided.

- J. Notices pursuant to this AGREEMENT shall be sent by U.S. Mail to the following addresses:

FOR THE DEPARTMENT:

Florida Department of Transportation
District Traffic Operations Office
Attn: Kenneth Shiver, District Traffic Systems Specialist
1074 Highway 90 East
Chipley, Florida 32428

FOR THE CITY:

City of Pensacola
Attn: Ryan Novota, P.E., Transportation Engineer
West Main Street
Pensacola, FL 32502

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IN WITNESS WHEREOF, the Parties have executed this AGREEMENT on the dates set forth below.

CITY OF PENSACOLA

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ATTEST:

ATTEST:

By: _____
Name: _____
Title: _____ (Seal)

By: _____
Krissy Cook
Executive Secretary (Seal)

LEGAL REVIEW:

LEGAL REVIEW:

By: _____

By: _____
Office of the General Counsel

EXHIBIT "A"

Scope of Services

For

The City of Pensacola

Uninterruptible Power Supply (UPS) Systems and Signal Wiring

Financial Project Number: 445568-1-88-01

Summary:

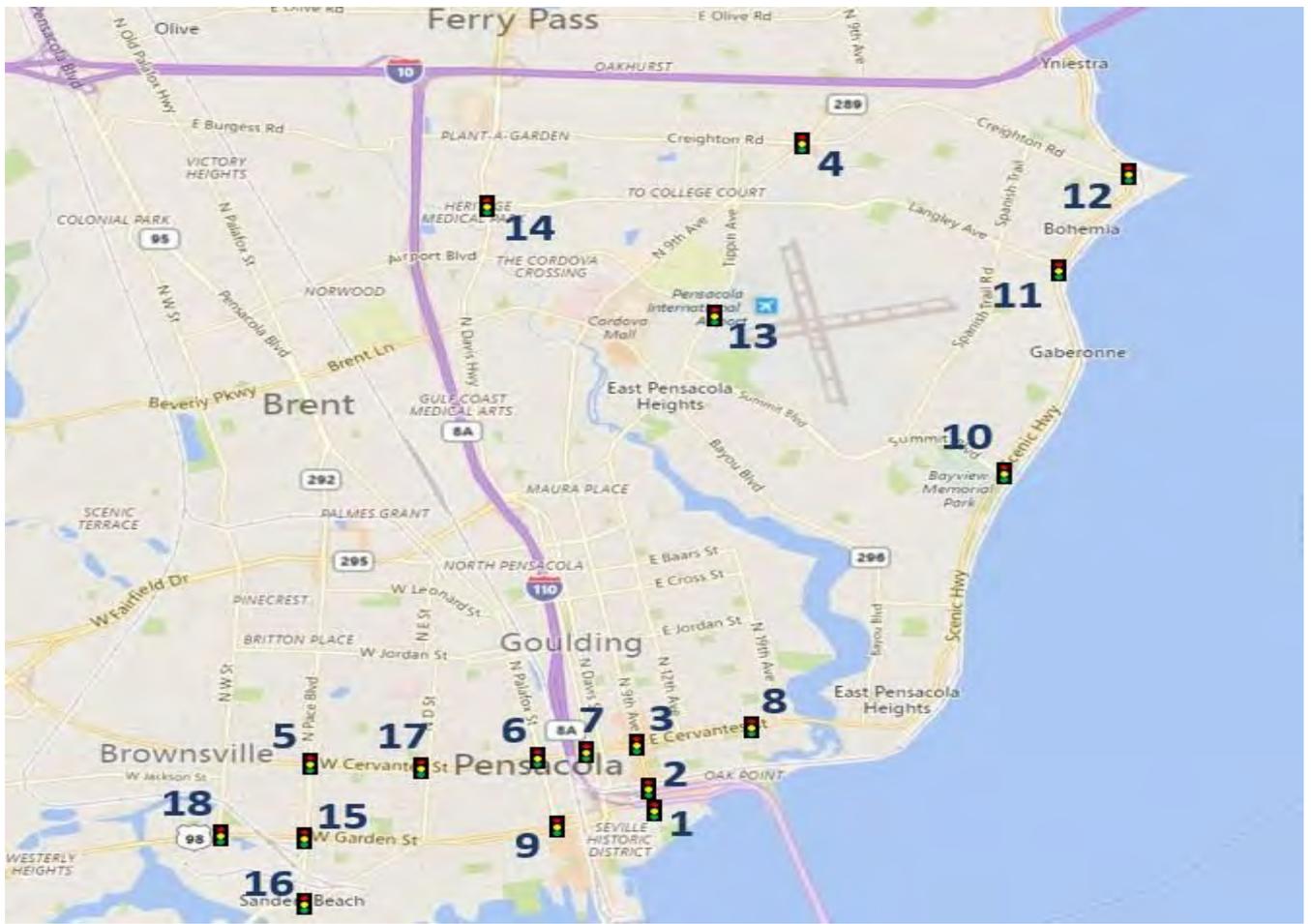
This Project involves furnishing and installing eighteen (18) Uninterruptible Power Supply (UPS) battery backup systems at eighteen (18) major intersections, thirty-two (32) new batteries for eight (8) intersections which already have UPS battery backup systems, and replacement of traffic signal cabinets, foundation, and signal wiring at two (2) locations. These intersections are on state roads in the City of Pensacola.

The following intersections require UPS battery backup systems:

1. SR 289/9th Ave. at SR 30/ Chase St.
2. SR 289/9th Ave. at SR 30/ Gregory St.
3. SR 289/9th Ave. at SR 10A/ Cervantes St.
4. SR 289/9th Ave. at SR 742/Creighton Rd.
5. SR 10A/ Cervantes St. at SR 292/Pace Blvd.
6. SR 10A//Cervantes St. at SR 95/Palafox St.
7. SR 10A/ Cervantes St. at Haynes St.
8. SR 10A/ Cervantes St. at 17th St.
9. SR 30/Garden St. at SR 95/Palafox St.

10. SR 10A/Scenic Hwy. at Summit Blvd.
11. SR 10A/Scenic Hwy. at Langley Ave.
12. SR 10A/Scenic Hwy. at SR 742/ Creighton Rd.
13. SR 750/Airport Blvd. at 12th Ave.
14. SR 291/Davis Hwy. at Langley Ave.
15. SR 292/Pace Blvd. at SR 30/Garden St.
16. SR 292/Pace Blvd. at SR 292/Barrancas Ave
17. SR 10A/Cervantes St at E St.
18. SR 30/Navy Blvd. at W St.

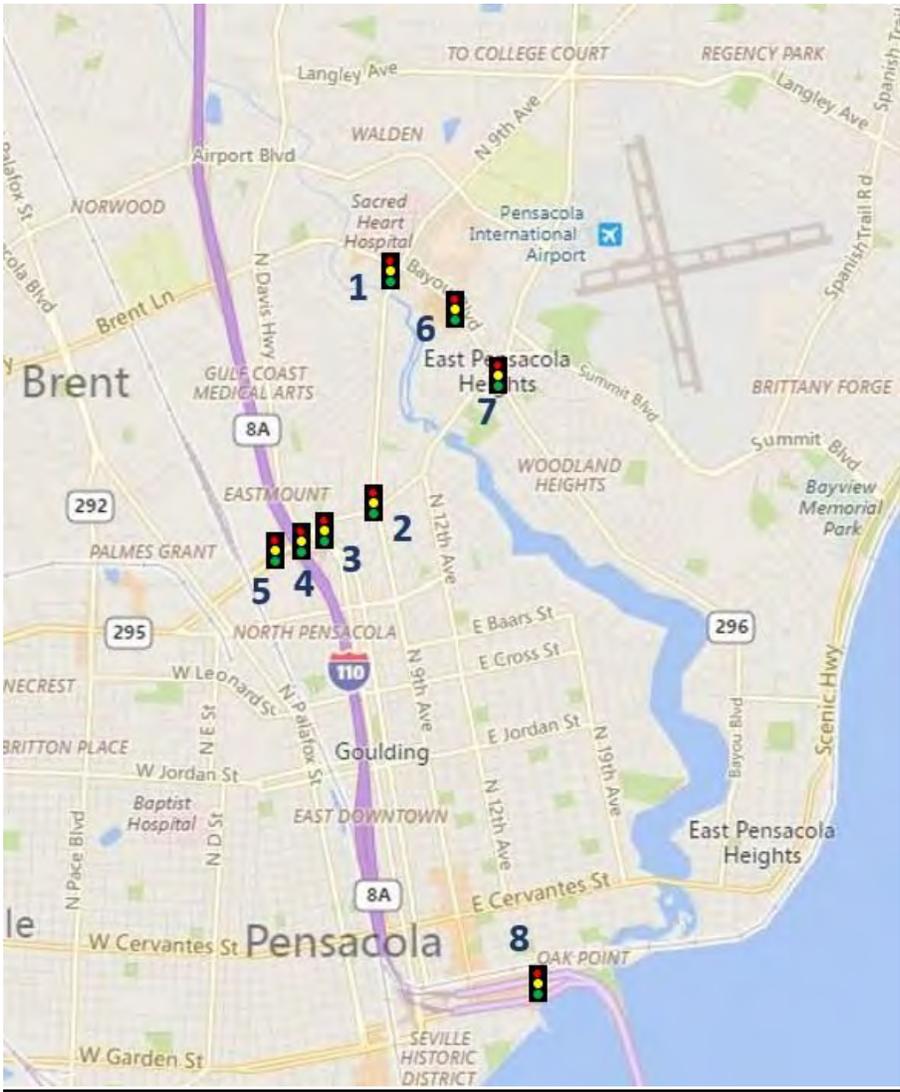
Intersections Location Map



The following intersections require new batteries for the existing UPS battery backup systems:

- 1. N. 9th Ave and Bayou Blvd
- 2. N. 9th Ave and Fairfield Dr
- 3. Fairfield Dr and Davis
- 4. Fairfield Dr and I-110 NB Ramp
- 5. Fairfield Dr and I-110 SB Ramp
- 6. Bayou Blvd and Target Store
- 7. Bayou Blvd and 12th Ave
- 8. Chase St and Bayfront Pkwy

Intersections Location Map



The City will install the UPS units and batteries at the above indicated intersections. All work and materials shall be in accordance with DEPARTMENT'S established standards and specifications. In addition, all equipment and materials utilized on the project that are subject to certification by the DEPARTMENT shall be listed on the Approved Product List (APL) and be compatible with the existing traffic signal controller equipment and associated system.

Furnish and install new traffic signal cabinets, foundation, and wiring for each intersection listed below:

1. Chase (SR20) and Palafox (US29)
2. Gregory (SR291) and Palafox Street (US29)

The City will install new traffic signal cabinet, foundation and all signal wiring at the above indicated intersections. All work and materials shall be in accordance with DEPARTMENT'S established standards and specifications. In addition, all equipment and materials utilized on the project that are subject to certification by the DEPARTMENT shall be listed on the Approved Product List (APL) and be compatible with the existing traffic signal controller equipment and associated system.

Benefits of Deployment:

The Uninterruptible Power Supply (UPS) battery backup system provides conditioned power to traffic signals and will operate a traffic signal intersection without interruption or complications and provides enough run time to allow the City to make valued decisions regarding traffic control.

If a loss of AC power is in the short term the UPS will allow the traffic signal controller to continue operating road traffic intersections smoothly and without any impact on the road user. If a power outage is going to last longer than the standby time of the UPS, a portable generator can be used to extend the time the intersection is powered.

The existing batteries at these locations have passed their life expectancy and require replacement.

Refreshing the deteriorated wiring, upgrading traffic signal back plates and brackets, and obsolete traffic signal cabinets will allow new high-resolution traffic controllers, signal communications, and connected vehicle capability to be utilized. Replacement of the equipment will help to increase availability and reduce traffic damage claims due to lightning and other force majeure events.

Deliverables:

Deliverables to be provided shall include purchase of 18 UPS battery backup Systems, 32 batteries for the existing UPS battery backup system at 8 intersections, 2 traffic signal cabinets, signalization cable, installation of back plates, installation of required signal hardware and required cabinet hardware to permit the traffic signal to be fully operational. The City will install the new UPS battery backup systems, and batteries. The City will install new traffic signal cabinets, foundations, signalization wiring, and all equipment required to permit the traffic signal to be fully operational.

EXHIBIT "B"

Measurement and Payment:

For satisfactory completion of all services detailed in Exhibit "A" (Scope of Services) of this AGREEMENT, the DEPARTMENT shall reimburse the CITY for actual costs of the PROJECT incurred by the COUNTY, excluding any overhead, in an amount up to but not to exceed ONE HUNDRED FIFTY-ONE THOUSAND SIX HUNDRED AND XX/100 DOLLARS (\$151,600.00). The CITY shall expend funds allocated under this AGREEMENT to the direct costs associated with the work as detailed in Exhibit "A" – Scope of Work. Invoices and other backup documentation for all work, equipment, activities, and services shall be clearly associated with the associated goal of furnishing and installing intersection UPS, battery replacement, and replacement of traffic signal cabinets, traffic signal hardware with wiring at required intersections as discussed in this AGREEMENT. Utilization of funding for the intended purpose under the terms of this AGREEMENT shall be plainly evident, otherwise the CITY should seek advance approval from the DEPARTMENT prior to expenditure of the funds. The DEPARTMENT in some cases may require a memorandum of justification or clarification from the CITY as backup for certain expenditures reimbursable under the terms of this AGREEMENT.

The CITY may receive progress payments up to the DEPARTMENT's participation limit for deliverables based on documentation of invoice(s) from vendor, approved and accepted to the satisfaction of the DEPARTMENT, and when properly supported by detailed backup documentation with acceptable evidence of payment. The final balance due under this AGREEMENT will be reimbursed upon the completion of all PROJECT services, receipt of final cost documentation and proper submission of a detailed invoice and when the PROJECT has been inspected, approved and accepted to the satisfaction of the DEPARTMENT in writing.

It shall be noted that any accrued funding allocated by the DEPARTMENT in any previous fiscal year toward the PROJECT shall be permitted to "roll over" to be available for expenditure by the CITY in subsequent fiscal years.

EXHIBIT "C"

NOTICE OF COMPLETION

JOINT PARTICIPATION AGREEMENT

BETWEEN

FLORIDA DEPARTMENT OF TRANSPORTATION

AND

CITY OF PENSACOLA

PROJECT DESCRIPTION: City of Pensacola New Uninterrupted Power Supply (UPS) Systems

FINANCIAL PROJECT ID NUMBER: 445568-1-88-01

In accordance with the terms and conditions of the AGREEMENT, the undersigned hereby provides notification that the work authorized by this AGREEMENT is complete as of ____ day of _____, 201__ and all terms and conditions of any utility permits associated with closing out the permits have been met.

By: _____

Name: _____

Title: _____

EXHIBIT "D"

CITY OF PENSACOLA COMMISSION RESOLUTION

ATTACHMENT F

CONTRACT PAYMENT REQUIREMENTS

Florida Department of Financial Services, Reference Guide for State Expenditures

Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel (not authorized in this AGREEMENT): Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address http://www.myfloridacfo.com/aadir/reference_guide/

**RESOLUTION
NO. 2019-30**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2019; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. SPECIAL GRANTS FUND		
As Reads	Miscellaneous Revenue	1,061,256
To:		
Reads	Miscellaneous Revenue	1,212,856
As Reads	Operating Expenses	450,197
To:		
Reads	Operating Expenses	601,797

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

MAY 2019 - SUPPLEMENTAL BUDGET RESOLUTION - FDOT JPA - TRAFFIC SIGNAL CABINETS - RES NO. 2019-30

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Miscellaneous Revenue	151,600	Increase estimated revenue for Miscellaneous Revenue
Total Revenues	<u>151,600</u>	
Appropriations		
Operating Expenses	<u>151,600</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>151,600</u>	



Memorandum

File #: 2019-30

City Council

5/16/2019

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

SUPPLEMENTAL BUDGET RESOLUTION NO. 2019-30 - JOINT PARTICIPATION AGREEMENT WITH FLORIDA DEPARTMENT OF TRANSPORTATION - PURCHASE OF UNINTERRUPTED POWER SUPPLIES AND BATTERIES FOR TRAFFIC SIGNAL CABINETS

RECOMMENDATION:

That City Council adopt Supplemental Budget Resolution No. 2019-30

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2019; PROVIDING FOR EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The City requested from the Florida Department of Transportation the funds to purchase the Uninterrupted Power Supplies, Batteries, and Cabinets for Traffic Signal Cabinets at the following intersections that are State owned within City limits:

UPS installations

- SR 289/9th Ave. at SR 30/ Chase St.
- SR 289/9th Ave. at SR 30/ Gregory St.
- SR 289/9th Ave. at SR 10A/ Cervantes St.
- SR 289/9th Ave. at SR 742/Creighton Rd.
- SR 10A/ Cervantes St. at SR 292/Pace Blvd.
- SR 10A//Cervantes St. at SR 95/Palafox St.
- SR 10A/ Cervantes St. at Haynes St.
- SR 10A/ Cervantes St. at 17th St.
- SR 30/Garden St. at SR 95/Palafox St.
- SR 10A/Scenic Hwy. at Summit Blvd.
- SR 10A/Scenic Hwy. at Langley Ave.

- SR 10A/Scenic Hwy. at SR 742/ Creighton Rd.
- SR 750/Airport Blvd. at 12th Ave.
- SR 291/Davis Hwy. at Langley Ave.
- SR 292/Pace Blvd. at SR 30/Garden St.
- SR 292/Pace Blvd. at SR 292/Barrancas Ave
- SR 10A/Cervantes St at E St.
- SR 30/Navy Blvd. at W St.

Battery Replacements

- N. 9th Ave and Bayou Blvd
- N. 9th Ave and Fairfield Dr
- Fairfield Dr and Davis
- Fairfield Dr and I-110 NB Ramp
- Fairfield Dr and I-110 SB Ramp
- Bayou Blvd and Target Store
- Bayou Blvd and 12th Ave
- Chase St and Bayfront Pkwy

Cabinet Replacements

- N 9th Ave. at SR 30/ Chase St.
- E Gregory St. at SR 95/Palafox St.
- E Chase St. at SR 95/Palafox St.

This equipment will provide a power source for the traffic signals at the intersection instead of dispatching city crews to the locations when there is a loss of power. This will allow City crews to respond to power outages of a larger scale and continue to provide major intersections with the much needed control during a significant power outage.

PRIOR ACTION:

NONE

FUNDING:

Budget: \$ 151,600.00 Provided by FDOT - JPA

Actual: \$ 151,600.00

FINANCIAL IMPACT:

Adoption of the supplemental budget resolution will appropriate the funds for this project.

CITY ATTORNEY REVIEW: Yes

5/6/2019

STAFF CONTACT:

Christopher L. Holley, City Administrator
Derrick Owens, Public Works Director

ATTACHMENTS:

- 1) Supplemental Budget Resolution No. 2019-30
- 2) Supplemental Budget Explanation No. 2019-30

PRESENTATION: No

**RESOLUTION
NO. 2019-30**

A RESOLUTION
TO BE ENTITLED:

A RESOLUTION AUTHORIZING AND MAKING REVISIONS AND APPROPRIATIONS FOR THE
FISCAL YEAR ENDING SEPTEMBER 30, 2019; PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The following appropriations from funds on hand in the fund accounts stated below, not heretofore appropriated, and transfer from funds on hand in the various accounts and funds stated below, heretofore appropriated, be, and the same are hereby made, directed and approved to-wit:

A. SPECIAL GRANTS FUND		
As Reads	Miscellaneous Revenue	1,061,256
To:		
Reads	Miscellaneous Revenue	1,212,856
As Reads	Operating Expenses	450,197
To:		
Reads	Operating Expenses	601,797

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

MAY 2019 - SUPPLEMENTAL BUDGET RESOLUTION - FDOT JPA - TRAFFIC SIGNAL CABINETS - RES NO. 2019-30

FUND	AMOUNT	DESCRIPTION
SPECIAL GRANTS FUND		
Estimated Revenues		
Miscellaneous Revenue	151,600	Increase estimated revenue for Miscellaneous Revenue
Total Revenues	<u>151,600</u>	
Appropriations		
Operating Expenses	<u>151,600</u>	Increase appropriation for Operating Expenses
Total Appropriations	<u>151,600</u>	



Memorandum

File #: 19-00233

City Council

5/16/2019

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

APPROVAL OF ADDITIONAL FUNDING REQUEST FOR AWARD OF CONTRACT TO A.E.NEW, JR., INC. FOR INVITATION TO BID (ITB) #18-022 BAYVIEW SENIOR CENTER REPAIRS AND RENOVATIONS

RECOMMENDATION:

That City Council approve a request for additional funding for Bayview Senior Center improvements from A.E. New, Jr., Inc. due to unforeseen conditions that require additional work in the amount of \$329,574 plus a 10% contingency of \$32,956 for a total additional amount of \$362,530. Further, that City Council authorize the Mayor to execute all documents and take all actions necessary to complete the project.

HEARING REQUIRED: No Hearing Required

SUMMARY:

The Bayview Senior Center improvements began in August 2018, with an awarded amount of \$252,000 plus a 10% contingency of \$25,200 for a total amount of \$277,200. To date, \$19,127.58 has been paid from the \$25,200 contingency and is detailed below:

\$ 5,508.61	Additional flooring and building permit
4,657.74	Replacement of leaking water heater and valve
<u>8,961.23</u>	Mold testing due to mold and mildew discovery
<u>\$ 19,127.58</u>	

The additional work is for unforeseen conditions as identified from testing of the mold suspected areas at Bayview Senior Center. A. E. New, Jr., Inc. engaged the services of Terracon Consultants to perform mold and mildew testing. Testing indicated water intrusion and possible mold. Additional work proposes infrastructure improvements and mitigation work to address the flooding and water intrusion which caused unforeseen damages to Bayview Senior Center. Additional A&E services in the amount of \$29,851 will be required with the additional work.

The additional work, along with the renovation already underway, should provide the building with an

additional 15 to 20 years of building life.

PRIOR ACTION:

July 19, 2018 - City Council awarded a contract to A. E. New, Jr., Inc. for renovations to the Bayview Senior Center for \$252,000 plus a 10% contingency of \$25,200 for a total amount of \$277,200.

FUNDING:

Budget:	\$ 250,236	Local Option Sales Tax Series IV
	<u>489,349</u>	Local Option Sales Tax Penny for Progress
	<u>\$ 739,585</u>	

Actual:	\$ 252,000	Construction Contract
	25,200	10% Project Contingency
	329,574	Additional Construction Cost
	32,956	Additional 10% Project Contingency
	32,575	A&E Services
	28,851	Additional A&E Services
	34,395	Purchase of Chiller (ODP)
	<u>3,034</u>	Miscellaneous
	<u>\$ 739,585</u>	

FINANCIAL IMPACT:

Funding for the additional work at the Bayview Senior Center is available as follows: (1) Penny for Progress Plan project savings of \$342,145 and (2) LOST IV General Athletic Facility Improvements in the amount of \$50,236.

CITY ATTORNEY REVIEW: Yes

4/27/2019

STAFF CONTACT:

Christopher L. Holley, City Administrator
Keith Wilkins, Assistant City Administrator
Brian Cooper, Parks and Recreation Director
J. Robert McGuire, Construction & Facilities Manager, Public Works & Facilities

ATTACHMENTS:

- 1) Proposed Change Order #4

PRESENTATION: No

Contingency: 10%

Within Contingency: No

PROPOSED CHANGE ORDER NO. 4

DATE: April 3, 2019

PROJECT: Bayview Senior Center
OWNER: City of Pensacola
CONTRACTOR: A.E. New Jr.

TO THE CONTRACTOR: You are hereby instructed, subject to the provisions of the above named contract, to make the following changes/addition therein:

<u>Description</u>	<u>Amount</u>	<u># Days Extension</u>
<u>Unforeseen conditions:</u>	\$ 329,573.51	180
See Attached back up		

Original Contract Completion Date: March 2019
Calendar Days Added Due to this Order: 180

Contractors Estimated Completion Date: Nov 2019

Amount of Contract	\$ 252,000.00
Additions to Date	\$ 19,127.58
TOTAL	\$ 271,127.46
Deductions to Date	\$ 0
TOTAL	\$ 271,127.46
Add This Order	\$ 329,573.51
Deduct This Order	\$ 0
NET CONTRACT TO DATE	\$ 600,700.97

City of Pensacola:

By: _____ Date: _____
Grover C Robinson, IV, Mayor

Attest: _____ Date: _____
Ericka L. Burnett, City Clerk

Contractor:

Approved as to Substance:

By: _____
President Date: _____

By: _____ Date: _____
Brian Cooper, Director of Park and Recreation

Attest: _____
Corporation Secretary

Seal

Legal in Form and Valid as Drawn:

By: _____ Date: _____
City Attorney

MEMORANDUM

TO: Brian Copper, Director of Parks and Recreation

FROM: J Robert McGuire, City Project Manager

DATE: April 3, 2019

**RE: Bayview Senior Center
Change Order #4**

During demolition for the current renovations water damage and possible mildew and mold was discovered. It was determined by the Design Team and City Staff that a Mold Specialist would need to be brought in and test the areas. The contractor engaged the services of Terracon Consultants to preformed testing on the suspected areas. Selective demolition was done and the testing indicated water intrusion and possible mold. It was determined that most of the drywall would have to be removed and replaced. The ceiling tile throughout the building would need to be removed and replaced due to the fact that the above ceiling acts as the return air system for the HVAC. The HVAC duct and air handling units will require cleaning as well.

Give the age of the roof and the leaking issues it was determined a new roof would be required. Old fan coils were discovered inside the walls and these will have to be removed. While review the exterior of the building for water intrusion it was determined the wall pane caulk joints were failing. This will require the joint compound to be removed and replaced. It was also discovered the screws holding the wall panels in place were rusting and most of the screw heads were missing. New screw will be install and all the joints will be caulked. An existing drainage issue that during heavy rains caused water to seep into the building will also be resolved. Once all the work is done an Industrial Hygienist will test the building air and give the City a clean air report.

Making these repairs along with the renovation already underway should give the building another 15 to 20 years of building life.

TOWNES + architects, P.A.

Architects □ □ □ Planners
2421 North 12th Ave. Pensacola, Florida 32503

April 2, 2019

City of Pensacola
Department of Public Works and Facilities
2757 North Palafox Street
Pensacola, FL 32501

Attention: Mr. J. Robert McGuire

Regarding: Bayview Senior Center Interior Renovations

Mr. McGuire:

We have reviewed the attached summary of Change Order Requests for the referenced project and find them to be reasonable costs for the work anticipated.

Please do not hesitate to contact me should you have any questions or concerns.

Sincerely,



Ben Townes

CC: Greg Allen – Atkins Global



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 15-19

City Council

5/16/2019

LEGISLATIVE ACTION ITEM

SPONSOR: City Council Member Ann Hill

SUBJECT:

PROPOSED ORDINANCE NO. 15-19 AMENDING SECTION 7-4-2 OF THE CODE OF THE CITY OF PENSACOLA RELATED TO THE HOURS OF OPERATION FOR BOTTLE CLUBS

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 15-19 on second reading:

AN ORDINANCE AMENDING SECTION 7-4-2 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, RELATED TO THE HOURS OF OPERATION FOR BOTTLE CLUBS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Currently the City permits bottle club establishments within the City to remain open from 10:00 p.m. to 5:00 a.m., Monday through Sunday.

The sale of alcoholic beverages at other establishments such as saloons, barrooms, cocktail lounges and clubs as set forth in City Code 7-4-2(b) is between the hours of 7:00 a.m. to 3:00 a.m., Monday through Sunday.

A correlation has been shown between the sale, distribution and consumption of alcohol during the early morning hours and influx of crime, noise and disturbances in areas where large groups of persons gather and alcohol is consumed, such as occurs at bottle clubs.

The City's desire is to protect public welfare and reduce criminal behavior and disturbances occurring during the extended early morning hours. A reduction in criminal activity and disturbances in areas surrounding a bottle club, which draws a large number of persons after the close of other commercial businesses, will reduce the amount of law enforcement manpower required in those areas during that time and permit more officers to be available for responses to other criminal activity. This will increase the ability to conduct more proactive law enforcement activities throughout the City. The proposed amendment will put the hours for bottle clubs in line with other establishments where alcohol is served and/or consumed.

PRIOR ACTION:

March 28, 1986 - City Council amended Sections 7-4-1 through 7-4-15.

June 26, 1986 - City Council amended ordinance.

August 28, 1986 - City Council amended, adding Bottle Clubs and others.

August 10, 1989 - City Council amended regarding hours for sale of alcoholic beverages.

September 27, 2012 - City Council amended regarding hours for sale.

April 25, 2019 - City Council voted to approve Ordinance No. 15-19 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed Ordinance No. 15-19

PRESENTATION: Yes

PROPOSED
ORDINANCE NO. 15-19

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 7-4-2 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, RELATED TO THE HOURS OF OPERATION FOR BOTTLE CLUBS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Pensacola (“City”) currently permits bottle club establishments in the City to remain open as set forth in City Code Section 7-4-2(c) “Hours of Operation” on Monday through Sunday between the hours of 10:00 p.m. and 5:00 a.m.; and

WHEREAS, the sale of alcoholic beverages at other social establishments such as saloons, barrooms, cocktail lounges, clubs or other places where alcoholic beverages are sold as set forth in City Code Section 7-4-2(b) is Monday through Sunday between the hours of 7:00 a.m. and 3:00 a.m. There are exceptions to those establishments such as grocery stores, restaurants and eating places, which ordinarily sell such beverages, as long as such beverages are not permitted to be sold or consumed during the prohibited hours; and

WHEREAS, Bottle clubs are defined in Florida Statute 561.01 and have been adopted to have the same meaning in the City Code Section 7-4-1:

“Bottle club” means a commercial establishment, operated for a profit, whether or not a profit is actually made, wherein patrons consume alcoholic beverages which are brought onto the premises and not sold or supplied to the patrons by the establishment, whether the patrons bring in and maintain custody of their own alcoholic beverages or surrender custody to the establishment for dispensing on the premises, and which is located in a building or other enclosed permanent structure. This definition does not apply to sporting facilities where events sanctioned by nationally recognized regulatory athletic or sports associations are held, bona fide restaurants licensed by the Division of Hotels and Restaurants of the Department of Business and Professional Regulation whose primary business is the service of full course meals, or hotels and motels licensed by the Division of Hotels and Restaurants of the Department of Business and Professional Regulation.

WHEREAS, there is a correlation between the sale, distribution and consumption of alcohol during the early morning hours and an influx of crime, noise and disturbances in areas where large groups of persons gather and alcohol is consumed such as occurs at bottle clubs; and

WHEREAS, the City desires to implement reasonable measures to discourage gangs and gang members from entering and meeting within the City, hereby lessening the occasions and opportunities for gangs and gang members to engage in criminal behavior within the City; and

WHEREAS, a reduction in criminal activity and disturbances in areas surrounding a bottle club which draws a large number of persons after the close of other commercial businesses will reduce the amount of law enforcement manpower required in those areas during that time and permit more officers to be available for responses to other criminal activity and increase the ability to conduct more proactive law enforcement activities; and

WHEREAS, the City of Pensacola has enhanced police power over alcoholic beverages pursuant to the Twenty-First Amendment to the United States Constitution and, in enacting the provisions of this Chapter, the Council is exercising the full strength of that Twenty-First Amendment power; and

WHEREAS, the City desires to protect public welfare and reduce criminal behavior and disturbances that occur during the extended early morning hours; and

WHEREAS, the City of Pensacola has determined that it is in the public interest to adopt the proposed amendments to the hours of operation for bottle clubs;

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

SECTION 1. Section 7-4-2 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 7-4-2 - Hours of operation.

(a) Alcoholic beverages may be sold only on Monday through Sunday, between the hours of 7:00 a.m. and 3:00 a.m. of the following day.

(b) No saloon, barroom, cocktail lounge, club or other place where alcoholic beverages are ordinarily sold, shall remain open during such prohibited hours of sale; provided, however the provisions of this section shall not be construed as prohibiting grocery stores, restaurants or eating places, which ordinarily sell such beverages, from remaining open during the prohibited hours, so long as such beverages are not sold or permitted to be consumed upon the premises of such places during such hours.

(c) Bottle clubs may be permitted to operate on Monday through Sunday only between the hours of 10:00 p.m. and 3:00 a.m. ~~5:00 a.m.~~ of the following day. Subsections (a) and (b) of this section shall not apply to bottle clubs.

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:

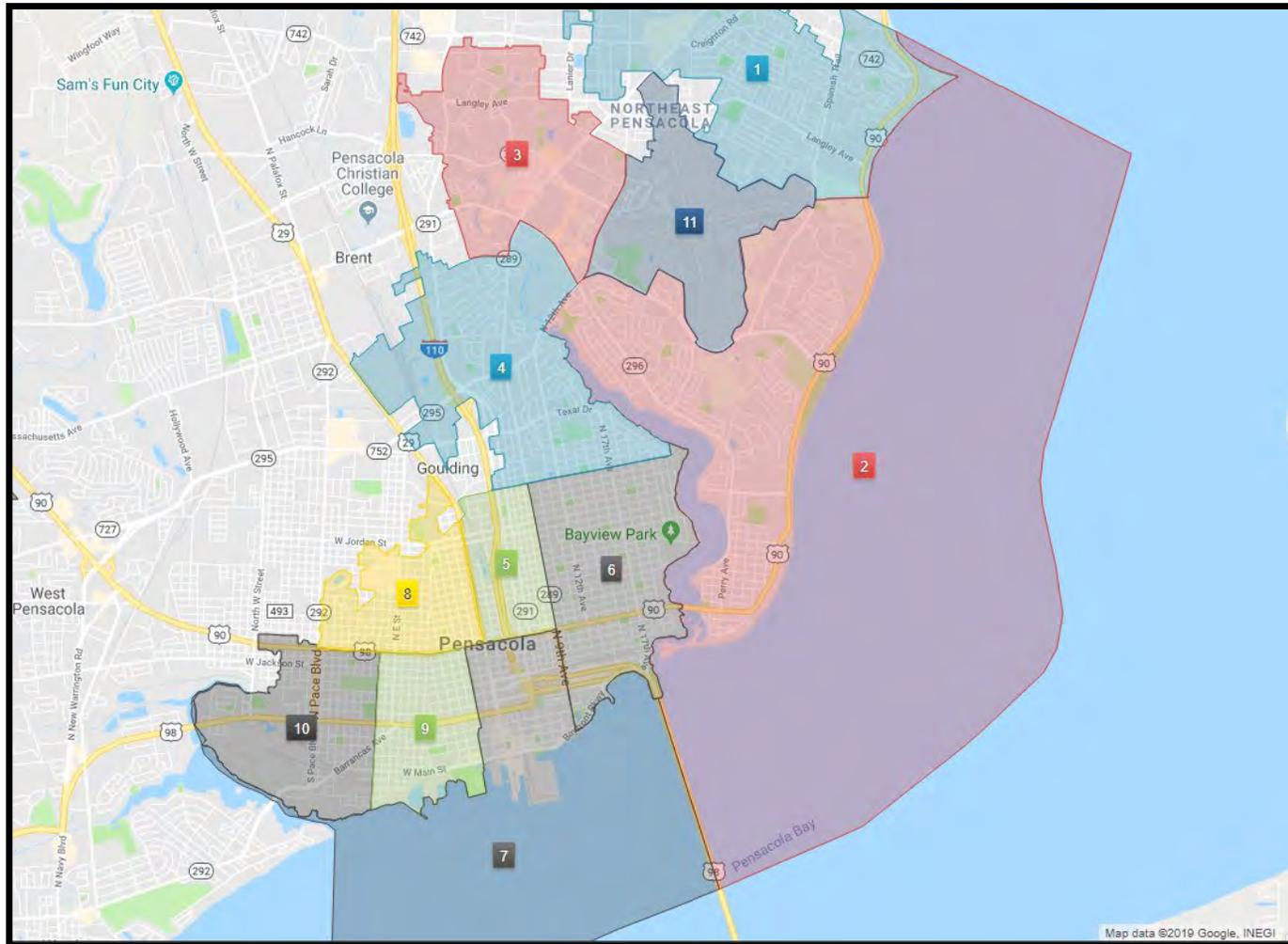
City Clerk

2018 Calls for Service



Police Chief, Tommi Lyter

City of Pensacola Beat Map



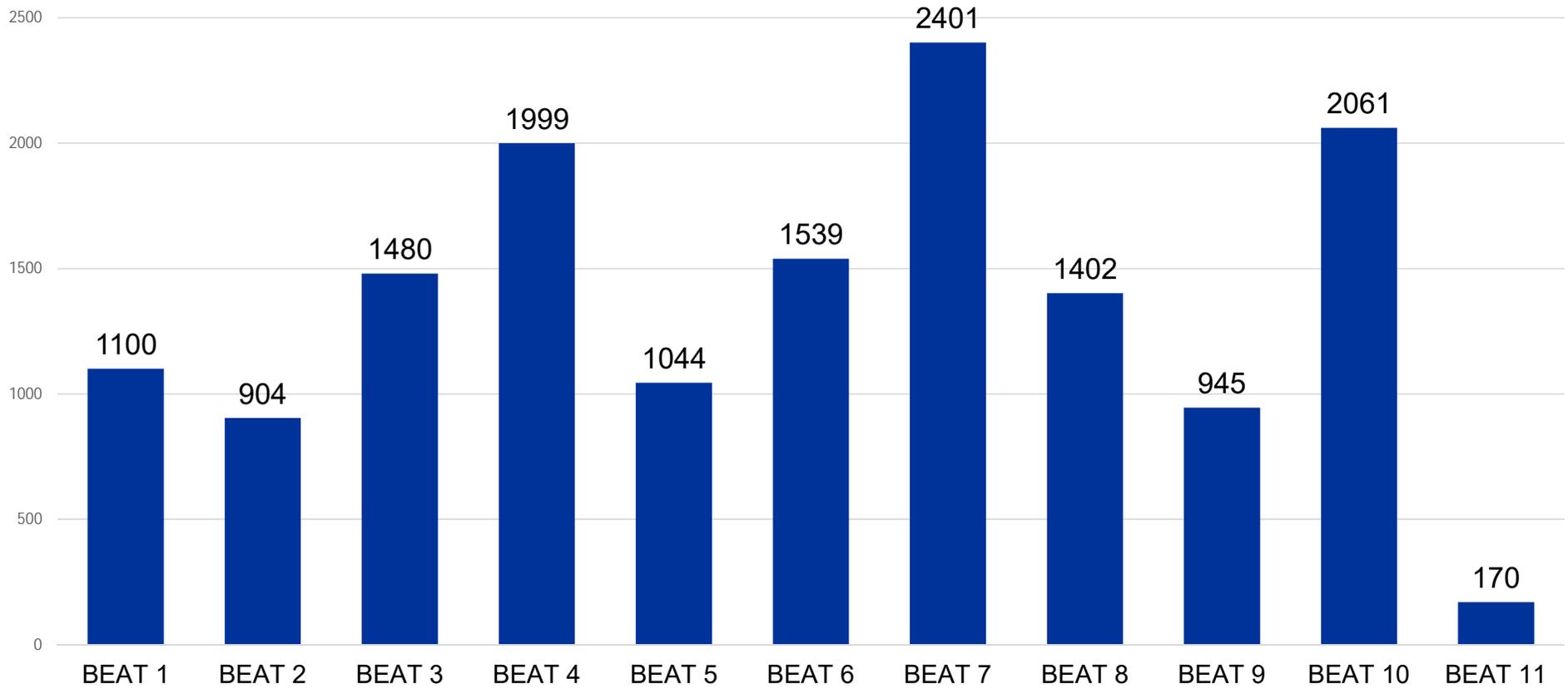
PENSACOLA
POLICE

2018 Calls for Service – Beat and Time Specific

TIME	BEAT 1	BEAT 2	BEAT 3	BEAT 4	BEAT 5	BEAT 6	BEAT 7	BEAT 8	BEAT 9	BEAT 10	BEAT 11
2200-2300	237	165	299	357	180	221	299	256	157	368	30
2300-2400	189	137	237	318	154	225	339	256	179	326	23
2400-0100	149	104	232	299	152	223	371	204	140	294	31
0100-0200	144	113	172	269	143	199	350	179	129	277	19
0200-0300	133	105	136	235	109	198	326	150	105	258	16
0300-0400	88	90	150	192	114	155	282	131	101	184	21
0400-0500	42	57	84	102	56	122	200	88	53	77	5
0500-0600	118	133	170	227	136	196	234	138	81	277	25
Total	1100	904	1480	1999	1044	1539	2401	1402	945	2061	170

SOURCE: SMARTCOP

2018 Calls for Service 2200 - 0600

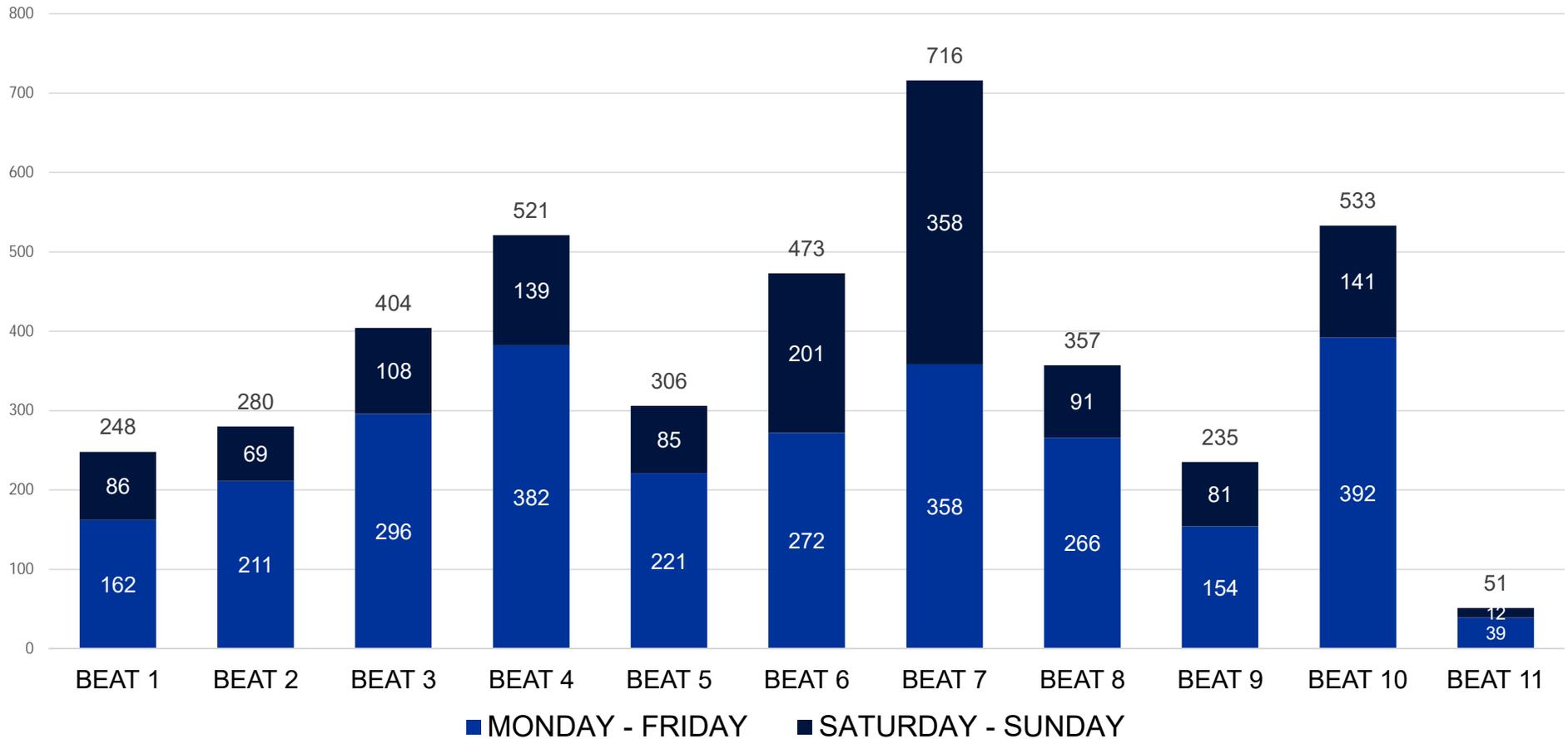


2018 Calls for Service – Monday through Sunday, 0300 - 0600

	MONDAY	TUESDAY	WEDNSDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY	TOTAL
BEAT 1	33	33	39	20	37	43	43	248
BEAT 2	45	44	47	44	31	36	33	280
BEAT 3	55	49	63	60	69	53	55	404
BEAT 4	92	80	56	72	82	62	77	521
BEAT 5	45	40	43	44	49	49	36	306
BEAT 6	50	43	37	58	84	94	107	473
BEAT 7	59	58	52	79	110	176	182	716
BEAT 8	56	52	63	42	53	50	41	357
BEAT 9	40	20	30	34	30	41	40	235
BEAT 10	95	91	72	74	60	64	77	533
BEAT 11	10	9	6	7	7	6	6	51

SOURCE: SMARTCOP

2018 Calls for Service - Weekday versus Weekend, 0300 - 0600



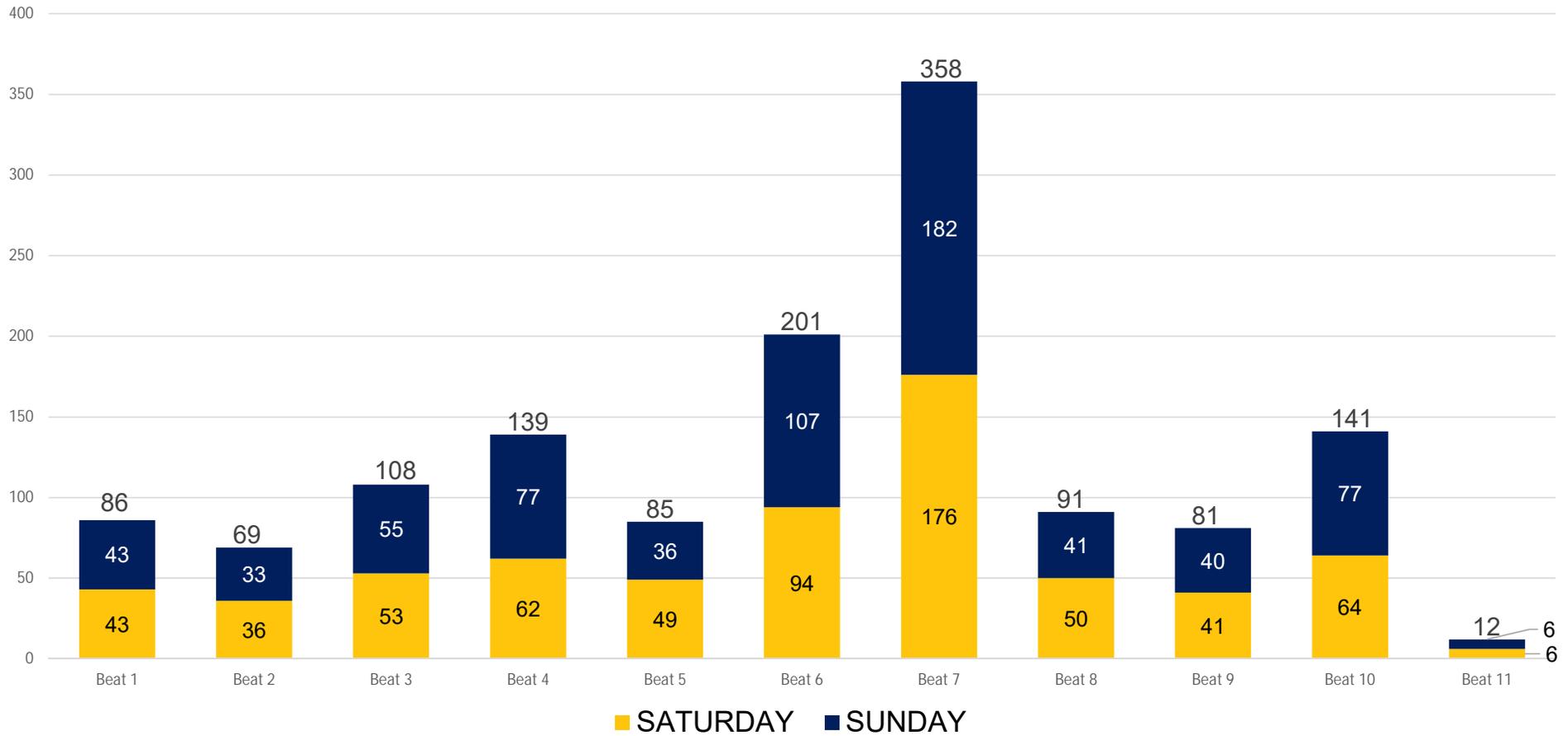
2018 Calls for Service – Saturday through Sunday, 0300 - 0600

	SATURDAY	SUNDAY	TOTAL
BEAT 1	43	43	86
BEAT 2	36	33	69
BEAT 3	53	55	108
BEAT 4	62	77	139
BEAT 5	49	36	85
BEAT 6	94	107	201
BEAT 7	176	182	358
BEAT 8	50	41	91
BEAT 9	41	40	81
BEAT 10	64	77	141
BEAT 11	6	6	12

SOURCE: SMARTCOP

PENSACOLA
POLICE

2018 Calls for Service – Saturday through Sunday, 0300 - 0600



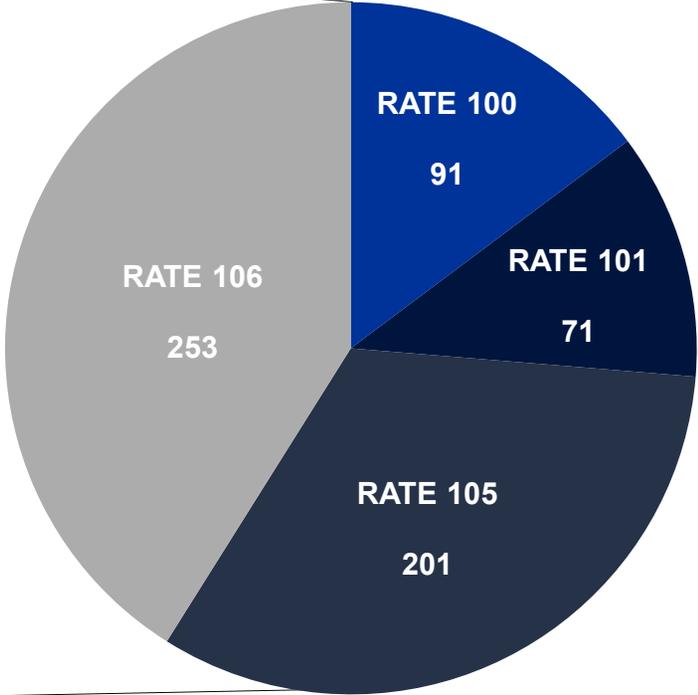
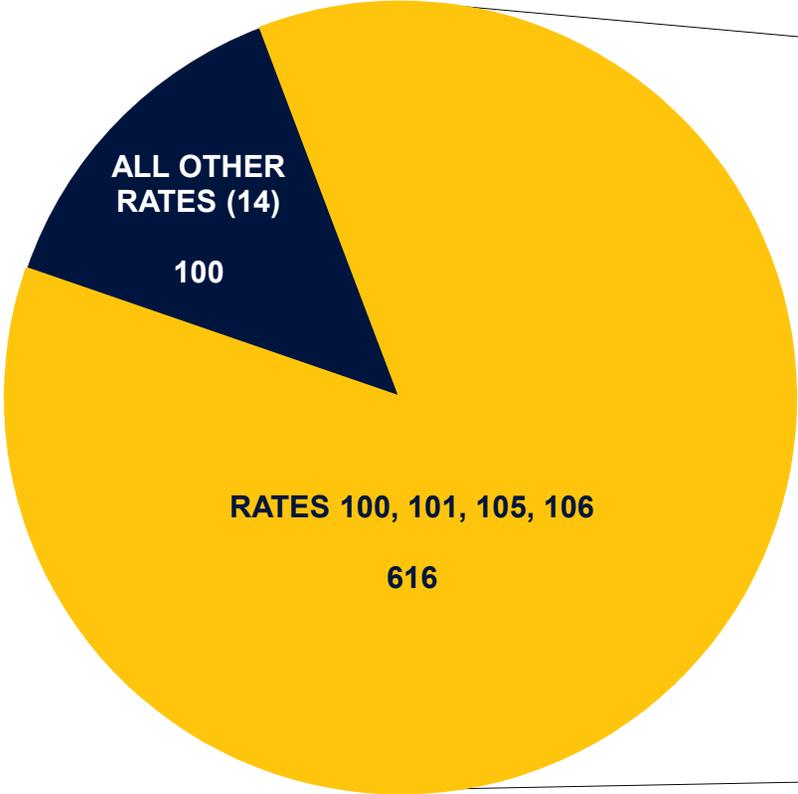
2018 Calls for Service – Beat 7 by Rate, 0300 - 0600

	RATE 100	RATE 101	RATE 105	RATE 106	TOTAL
0300-0600	91	71	201	253	616



SOURCE: SMARTCOP

2018 Calls for Service – Beat 7 by Rate, 0300 - 0600















CITY CLERK'S OFFICE/LEGAL ADS
4TH FLOOR
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 Diana Figueroa, 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:

05/06/19

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

Sworn to and Subscribed before me this 6th of May 2019, by Diana Figueroa who is personally known to me



Affiant



Notary

Publication Cost: \$182.18

NOTICE OF PROPOSED ORDINANCES

Please be advised that Proposed Ordinance Nos. 15-19 and 16-19 were presented to the City Council of the City of Pensacola for first reading on Thursday, April 25, 2019 and will be presented for final reading and adoption on Thursday, May 16, 2019 at 5:30 p.m., in Council Chambers on the First Floor of City Hall, 222 West Main Street, Pensacola, Florida.

The title(s) of the proposed ordinance(s) are as follows:

P.O. #15-19:

AN ORDINANCE AMENDING SECTION 7-4-2 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, RELATED TO THE HOURS OF OPERATION FOR BOTTLE CLUBS; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE PROVIDING AN EFFECTIVE DATE.

P.O. #16-19:

AN ORDINANCE AMENDING SECTION 12-2-8 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, COMMERCIAL LAND USE DISTRICT; RECREATION OR AMUSEMENT PLACES OPERATED FOR PROFIT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

A copy of proposed ordinances may be inspected by the public in the City Clerk's office, located on the 3rd Floor of City Hall, 222 West Main Street, Pensacola, Florida, or on-line on the City's website: <https://pensacola.legistar.com/Calendar.aspx>. Interested parties may appear at the Council meeting and be heard with respect to the proposed ordinances.

If any person decides to appeal any decision made with respect to any matter considered at this meeting or public hearing, such person may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and any evidence upon which the appeal is to be based.

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

CITY OF PENSACOLA, FLORIDA

By: Ericka L. Burnett, City Clerk

Legal No.3537234, May 6, 2019



Ad No: 0003537234

Customer No: PNJ-25615500



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 16-19

City Council

5/16/2019

LEGISLATIVE ACTION ITEM

SPONSOR: City Council President Andy Terhaar

SUBJECT:

PROPOSED ORDINANCE NO. 16-19, AMENDMENT TO SECTION 12-2-8 OF THE LAND DEVELOPMENT CODE - COMMERCIAL LAND USE DISTRICT - RECREATION OR AMUSEMENT PLACES OPERATED FOR PROFIT.

RECOMMENDATION:

That City Council adopt Proposed Ordinance No. 16-19 on second reading.

AN ORDINANCE AMENDING SECTION 12-2-8 OF THE LAND DEVELOPMENT CODE OF THE CITY OF PENSACOLA, FLORIDA, COMMERCIAL LAND USE DISTRICT; RECREATION OR AMUSEMENT PLACES OPERATED FOR PROFIT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

HEARING REQUIRED: No Hearing Required

SUMMARY:

Currently under Section 12-2-8 (B) - Commercial land use district, Permitted Uses, the following uses are included under C-2A and C-2 zoning districts:

Amusement machine complex (C-2A)

Bowling alleys, skating rinks, other recreation or amusement places operated for profit (C-2).

This amendment will allow for these uses within C-1 zoning under the title Recreation or amusement places operated for profit.

This item was reviewed by the Planning Board who unanimously recommended approval.

PRIOR ACTION:

March 12, 2019 - Planning Board unanimously recommended this amendment.

April 11, 2019 - City Council held the first required public hearing on this matter.

April 25, 2019 - City Council held the second required public hearing on this matter.

April 25, 2019 - City Council voted to approve Ordinance No. 16-19 on first reading.

FUNDING:

N/A

FINANCIAL IMPACT:

None

STAFF CONTACT:

Don Kraher, Council Executive

ATTACHMENTS:

- 1) Proposed Ordinance No. 16-19
- 2) Planning Board Minutes 3-12-19 - re 12-2-8 amendment

PRESENTATION: No

PROPOSED
ORDINANCE NO. 16-19

ORDINANCE NO. _____

AN ORDINANCE
TO BE ENTITLED:

AN ORDINANCE AMENDING SECTION 12-2-8 OF THE CODE OF THE CITY OF PENSACOLA, FLORIDA, COMMERCIAL LAND USE DISTRICT; RECREATION OR AMUSEMENT PLACES OPERATED FOR PROFIT; PROVIDING FOR SEVERABILITY; REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY OF PENSACOLA, FLORIDA:

SECTION 1. Section 12-2-8 of the Code of the City of Pensacola, Florida, is hereby amended to read as follows:

Sec. 12-2-8. - Commercial land use district.

The regulations in this section shall be applicable to the retail and downtown commercial and wholesale and light industry zoning districts: C-1, C-2A, C-2, R-C and C-3.

(A) *Purpose of district.* The commercial land use district is established for the purpose of providing areas of commercial development ranging from compact shopping areas to limited industrial/high intensity commercial uses. Conventional residential use is allowed as well as residential uses on upper floors above ground floor commercial or office uses and in other types of mixed use development. New development and redevelopment projects are strongly encouraged to follow the city's design standards and guidelines contained in section 12-2-82.

The C-1 zoning district's regulations are intended to provide for conveniently supplying the immediate needs of the community where the types of services rendered and the commodities sold are those which are needed frequently. The C-1 zoning district is intended to provide a transitional buffer between mixed-use neighborhood commercial areas and more intense commercial zoning. The downtown and retail commercial (C-2A and C-2) zoning districts' regulations are intended to provide for major commercial areas intended primarily for retail sales and service establishments oriented to a general community and/or regional market. The C-3 wholesale and light industry zoning district's regulations are intended to provide for general commercial services, wholesale distribution, storage and light fabrication.

The downtown retail commercial (C-2A) zoning district's regulations are intended to provide a mix of restaurants, retail sales, entertainment, and service establishments with an emphasis on pedestrian-oriented ground floor shops and market spaces.

The commercial retail (C-2) zoning district's regulations are intended to provide for major commercial areas intended primarily for retail sales and service establishments oriented to a general community and/or regional market.

The C-3 wholesale and light industry zoning district's regulations are intended to provide for general commercial services, wholesale distribution, storage and light fabrication.

(B) *Uses permitted.*

- (1) *C-1, retail commercial zoning district.* Any use permitted in the R-NC district and the following uses, with no outside storage or repair work permitted:
 - (a) Retail sales and services.
 - (b) Motels/hotels.
 - (c) Vending machine when as accessory to a business establishment and located on the same parcel of land as the business.
 - (d) Car washes.
 - (e) Movie theaters, except drive-in theaters.
 - (f) Open air sales of trees, plants and shrubs. The business shall include a permanent sales or office building (including restrooms) on the site.
 - (g) Pet shops with all uses inside the principal building.
 - (h) Parking lots and parking garages.
 - (i) Pest extermination services.
 - (j) Animal hospitals and veterinary clinics with fully enclosed kennels and no outside runs or exercise areas.
 - (k) Business schools.
 - (l) Trade schools.
 - (m) Medical marijuana dispensary.
 - ~~(n) Recreation or amusement places operated for profit.~~
 - (o) Accessory buildings and uses customarily incidental to the above uses.

- (2) *C-2A, downtown retail commercial district.* Any use permitted in the C-1 district with the exception of manufactured home parks, and Conditional Uses. The following uses with no outside storage or repair work permitted:
 - (a) Bars.
 - (b) Pool halls.
 - (c) Newspaper offices and printing firms.
 - (d) Marinas.
 - (e) Major public utility buildings and structures including radio and television broadcasting station.
 - ~~(f) Amusement machine complex.~~
 - (g) Accessory buildings and uses customarily incidental to the above uses.

- (3) *C-2, commercial district (retail)*. Any use permitted in the C-2A district and the following uses with no outside storage or repair work permitted:
- (a) Cabinet shops and upholstery shops.
 - (b) Electric motor repair and rebuilding.
 - (c) Garages for the repair and overhauling of automobiles.
 - ~~(d) Bowling alleys.~~
 - ~~(e) Skating rinks.~~
 - ~~(f) Other recreation or amusement places operated for profit.~~
 - (g) Sign shop.
 - (h) Accessory buildings and uses customarily incidental to the above uses.
- (4) *C-3, commercial zoning district (wholesale and limited industry)*.
- (a) Any use permitted in the C-2 district. Outside storage and work shall be permitted for those uses and the following uses, but shall be screened by an opaque fence or wall at least eight (8) feet high at installation. Vegetation shall also be used as a screen and shall provide seventy-five (75) percent opacity. The vegetative screen shall be located on the exterior of the required fence.
 - (b) Outside kennels, runs or exercise areas for animals subject to regulations in section 12-2-54.
 - (c) Growing and wholesale of retail sales of trees, shrubs and plants.
 - (d) Bakeries, wholesale.
 - (e) Ice cream factories and dairies.
 - (f) Quick-freeze plants and frozen food lockers.
 - (g) Boat sales and repair.
 - (h) Outdoor theaters.
 - (i) Industrial Research laboratories and pharmaceutical companies
 - (j) Truck sales and repair.
 - (k) Light metal fabrication and assembly.
 - (l) Contractors shops.
 - (m) Adult entertainment establishments subject to the requirements of chapter 7-3 of this Code.
 - (n) Industrial laundries and dry cleaners using combustible or flammable liquids or solvents with a flash point of one hundred ninety (190) degrees Fahrenheit or less which provide industrial type cleaning, including linen supply, rug and carpet cleaning, and diaper service.
 - (o) Retail lumber and building materials.
 - (p) Warehouses.

- (q) Plumbing and electrical shops.
 - (r) New car and used car lots, including trucks which do not exceed five thousand (5,000) pounds.
 - (s) Car rental agencies and storage, including trucks which do not exceed five thousand (5,000) pounds.
 - (t) Pawnshops and secondhand stores.
 - (u) Mini-storage warehouses.
 - (v) Advanced manufacturing and/or processing operations provided that such use does not constitute a nuisance due to emission of dust, odor, gas, smoke, fumes, or noise.
 - (w) Accessory buildings and uses customarily incidental to the above uses.
- (C) *Regulations.* All developments are required to comply with design standards and are strongly encouraged to follow design guidelines as established in section 12-2-82.

TABLE 12-2.7
REGULATIONS FOR THE COMMERCIAL ZONING DISTRICTS

Standards	C-1	C-2A	R-C, C-2 and C-3
Minimum Yard Requirements (Minimum Building Setbacks)	<p>There shall be no yard requirements, except that where any nonresidential use is contiguous to a residential zoning district there shall be a twenty-foot (20') yard unless the two (2) districts are separated by a public street, body of water, or similar manmade or natural buffer of equal width.</p> <p>Inside the C-2A District and Dense Business Area: There shall be a maximum allowed front yard setback of 10'.</p>		
Maximum Building Height	No building shall exceed forty-five (45) feet in height at the property or setback lines. (See Note 1)	No building shall exceed one hundred (100) feet in height at the property or setback lines. (See Note 1)	
Lot Coverage Requirements (The maximum combined area occupied by all principal and accessory buildings)	Shall not exceed seventy-five (75) percent of the total site area for buildings up to one hundred (100) feet in height. For	Shall not exceed one hundred (100) percent of the total site area for buildings up to one hundred (100) feet in height. For	Inside the dense business area: shall not exceed one hundred (100) percent of the total site area for buildings up to one hundred (100) feet in height. For

	buildings over one hundred (100) feet in height, lot coverage shall not exceed sixty-five (65) percent.	buildings over one hundred (100) in height, lot coverage shall not exceed ninety (90) percent.	buildings over one hundred (100) feet in height, lot coverage shall not exceed ninety (90) percent (with the exception of the C-2A zoning district). Outside the dense business area: shall not exceed seventy-five (75) percent of the total site area for buildings up to one hundred (100) feet in height. For buildings over one hundred (100) feet in height, lot coverage shall not exceed sixty-five (65) percent.
Maximum Density Multiple Family Dwellings	.35 dwelling units per acre.	135 dwelling units per acre.	Inside the dense business area: One hundred thirty-five (135) dwelling units per acre. Outside the dense business area: Thirty-five (35) dwelling units per acre.

Note 1: Three (3) feet may be added to the height of the building for each foot the building elevation is stair-stepped or recessed back from the property or setback lines beginning at the height permitted up to a maximum height of one hundred fifty (150) feet.

(D) Reserved.

(E) *Additional regulations.* In addition to the regulations established above in section 12-2-8(C), all developments within the commercial zoning districts will be subject to, and must comply with, the following regulations:

- Supplementary district regulations subject to regulations in sections 12-2-31 to 12-2-50.
- Off-street parking subject to regulations in Chapter 12-3.
- Signs subject to regulations in Chapter 12-4.
- Tree/landscape regulations subject to regulations in Chapter 12-6.
- Stormwater management and control of erosion, sedimentation and runoff subject to regulations in Chapter 12-9.
- Alcoholic beverages regulations subject to Chapter 7-4 of this Code

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



PLANNING SERVICES

MINUTES OF THE PLANNING BOARD

March 12, 2019

MEMBERS PRESENT: Chairman Paul Ritz, Nathan Monk, Kurt Larson, Nina Campbell

MEMBERS ABSENT: Danny Grundhoefer, Ryan Wiggins, Laurie Murphy

STAFF PRESENT: Brandi Deese, Assistant Planning Services Administrator, Leslie Statler, Planner

OTHERS PRESENT: Dottie Dubuisson, Ron Helms

AGENDA:

- Quorum/Call to Order
- Approval of Meeting Minutes from February 12, 2019.
 1. **New Business: Amendment to LDC Section 12-2-8 Commercial Land Use District**
- Open Forum
- Adjournment

Call to Order / Quorum Present

Chairman Ritz called the meeting to order at 2:05 pm with a quorum present and explained the Board procedures to the audience.

Approval of Meeting Minutes

Mr. Larson made a motion to approve the February 12, 2019 minutes, seconded by Ms. Campbell, and it carried unanimously.

New Business

Consider Amendment to LDC Section 12-2-8 Commercial Land Use District

On February 14, 2019, City Council referred to this Board for review and recommendation an Amendment to Land Development Code Section 12-2-8 Commercial Land Use District. More specifically, this amendment would remove the use of "Recreation and Amusement operated for profit" from the list of permitted uses within the C-2 Zoning District and add it as a permitted use within the C-1 Zoning District. Currently, the Land Development Code permits Indoor Recreation such as Bowling Alleys, Skating Rinks, Arcades and the like, beginning in the C-2 Zoning District. This amendment would allow such uses to be permitted within the C-1 Zoning District.

Chairman Ritz observed that escape rooms were good fits for C-1 and supported the change in moving the recreational uses to C-1.

EVERYTHING THAT'S GREAT ABOUT FLORIDA IS BETTER IN PENSACOLA.

222 West Main Street Pensacola, FL 32502 / T: 850.435.1670 / F: 850.595.1143/www.cityofpensacola.com

However, because bowling alleys and skating rinks tended to be metal buildings, they did not represent such deviation from the otherwise permitted uses in C-1 that they would represent something onerous on the citizens that would create an adverse aspect to this change; he supported the suggested change.

Ms. Deese added that the requested uses would ordinarily go within an existing building, however, there were design standards for new construction which would prohibit a building with a full metal façade, and the uses would be indoor. She advised the C-3 Zoning District is where outside storage/work begins to be permitted.

Mr. Monk asked why the move to C-1 and not allowing it in both, and Ms. Deese stated the zoning is accumulative, so if listed in C-1, it would automatically apply to all the zones above. She also advised this revision was sponsored by Council President Terhaar and was referred to this Board. Mr. Monk asked about the putt-putt golf in Cordova Mall, and Ms. Deese explained the mall was a development plan and a different situation; she referred to Sky Zone in the county and stated C-1 property is located near it and this use would not be permitted as it currently stands.

Ms. Dubuisson advised Belmont DeVilliers has its own zoning and wanted to make sure this use did not include outdoor theaters or men's clubs. Chairman Ritz pointed out that outdoor was not allowed until C-3, and adult entertainment was still not allowed until C-3. Ms. Dubuisson felt as long as it was interior activities only, this would be a normal progression. Ms. Deese stated the LDC lists the functions of C-1, C-2 and C-3 at the beginning of each district so there is no confusion.

Mr. Larson made a motion to approve, seconded by Ms. Campbell, and it carried unanimously.

Open Forum – Ms. Dubuisson thanked the Board for their work. She informed the Board that the A-Door project was now completely filled with second and third generation residents or former residents from Belmont-DeVilliers. For the purposes of providing housing, 35 families now live in this area. Chairman Ritz appreciated the positive feedback to the Board.

Mr. Larson asked about the term limits for the Boards in the new administration, and Ms. Deese stated the Transition Report was received by the Mayor, but she was unaware how it would be executed.

Mr. Helms advised the Transition Report was distributed to Council, and they would take that issue up with the Mayor and would be looking at all the recommendations, with the Mayor setting priorities on what was pursued first.

Adjournment – With no further business, Chairman Ritz adjourned the meeting at 2:21 pm.

Respectfully Submitted,



Brandi C. Deese
Secretary to the Board

CITY CLERK'S OFFICE/LEGAL ADS
4TH FLOOR
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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NOTICE OF PROPOSED ORDINA

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

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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 6th of May 2019, by Diana Figueroa who is personally known to me



Affiant



Notary

Publication Cost: \$182.18

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CITY OF PENSACOLA, FLORIDA

By: Ericka L. Burnett, City Clerk

Legal No.3537234, May 6, 2019



Ad No: 0003537234

Customer No: PNJ-25615500



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 19-00248

City Council

5/16/2019

ADD-ON LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

CITY COUNCIL CONSENT TO THE MAYOR'S APPOINTMENT OF JOHN PITTMAN AS DIRECTOR OF SANITATION.

RECOMMENDATION:

That City Council consent to the Mayor's appointment of John Pittman as Director of Sanitation in accordance with City Charter Section 4.01(a) (7).

HEARING REQUIRED: No Hearing Required

SUMMARY:

City Charter Section 4.01 (a) (7) - Powers and Duties of the Mayor states:

(7) To appoint the head of each department, with the consent of the City Council by an affirmative vote of a majority of City Council Members.

After a nationwide search and due diligence conducted by City administrative staff, the Mayor presents for your consideration and consent, Mr. John Pittman as his appointee for the Director of Sanitation.

Currently Mr. Pittman is Assistant Director of Residential Collections in DeKalb County, GA. Previously Mr. Pittman served as Assistant Director of Solid Waste for the City of Clearwater, FL as well as Solid Waste Senior Foreman for the City of Largo, FL.

Mr. Pittman brings a wealth of knowledge regarding sanitation and sanitation issues along with a desire to become part of the City of Pensacola team.

This item is time sensitive due to the need to make proper notifications to current employers, establish a start date and provide time for relocation.

PRIOR ACTION:

None

FUNDING:

N/A

FINANCIAL IMPACT:

Funding for this position has been appropriated in the Sanitation Fund.

CITY ATTORNEY REVIEW: Yes

5/11/2019

STAFF CONTACT:

Christopher L. Holley, City Administrator

ATTACHMENTS:

- 1) Pittman Resume
- 2) Pittman Application

PRESENTATION: No

John F. Pittman

Lithonia, Ga.
jpittman19@tampabay.rr.com
mpa

813-482-4283

www.linkedin.com/in/john-pittman-mpa

SOLID WASTE DIRECTOR / ASSISTANT DIRECTOR / OPERATIONS CHIEF

Extensive experience in planning, coordinating virtually all aspects of Solid Waste. Solid experience supervising and directing solid waste crews engaged in refuse collection, recycling, marketing and disposal activities. Skilled in management and supervision.

EXPERIENCE

DeKalb County, Ga

Assistant Director Residential Collections

March 2018 - Present

Assistant Director Residential Collections. Directs, manages, and monitors (daily) scheduled residential solid waste and recycling collection core operations; facilitates and fosters team and organizational development; advises and directs subordinate managers; reallocates collection resources and service priorities as needed to meet departmental priorities and objectives; meets with leadership and management staff to identify and resolve organizational issues; assigns projects and areas of responsibility; and reviews and evaluates work methods, processes, and procedures.

City of Clearwater, Clearwater, FL

2008 – 2017

Assistant Director Solid Waste/General Services

Assisted Solid Waste/General Services Director in the administration of a comprehensive integrated municipal solid waste program.

- Directed all operational core services to include; residential and commercial solid waste collection, roll off, bulk collection, recycling collections, transfer station operations and yard waste collection.
- Managed general services operations to include; fleet maintenance, building maintenance and radio communications.
- Conducted \$20M transfer station capital improvement project and implementation.
- Managed \$22M dollar budget.
- Assisted with Marketing/Public Relations with rebranding of our department. Moved from a multi recycling stream to a single recycling stream.
- Negotiated contracts with GPS Provider.
- Achieved and implemented Department goals and objectives to provide exemplary service to customers.

City of Largo, Largo, FL

1997 – 2008

Solid Waste Senior Foreman

Enforced regulations regarding collections and disposal of solid waste.

- Supervised personnel, solid waste collection and transportation.
- Devised and directed overall operation of Commercial and Roll-Off Programs.
- Counseled subordinates in professional and educational matters.
- Effectively communicated between upper level management commissioners and general personnel.
- Set up and serviced accounts, established residential and commercial routes.

- Prepared and executed program budgets, payroll, equipment purchases and supplies.
- Demonstrated effective leadership and encouraged team concepts.
- Coordinated disposal of solid waste with County Resource Plant and/or landfills.
- Received and resolved all citizen / customer complaints.
- Authorized to hire, evaluate and discharge employees.
- Investigated accidents and on the job injuries.
- Prepared and presented to City council regarding solid waste operations.
- Assisted communications department with public information and marketing of solid waste services.

EDUCATION

Master of Public Administration, Barry University, Miami, FL

Bachelor of Science in Management, University of Phoenix, Tampa, FL

Associate in Science, Business Administration, Florida Metropolitan University, Clearwater FL

TRAINING

Florida City and County Management Association (FCCMA)

Florida Foundations Basic Emergency Management Academy

Collections Manager (SWANA)

PROFESSIONAL MEMBERSHIPS

Solid Waste Association of North America (SWANA)

National Forum for Black Public Administrators (NFBPA)

Florida City and County Management Association (FCCMA)

General Job Application

Please take your time to fill out all areas of the application. Be as complete and accurate as possible. If there is a question you are unsure of, leave it blank. If you are notified that a field is required, please complete it to the best of your knowledge before submitting.

Personal Information

Job Title

Sanitation Services/Fleet Management Director

First Name	Middle Name	Last Name
John	F	Pittman
Former Last Name	Address	City
	2208 Mason Point	Lithonia
State	Zip Code	Primary Phone
Georgia	30058	813.482.4283
Alternate Phone		
E-mail Address		
jpittman19@outlook.com		

Are you a citizen of the United States?	If no, do you have a legal right to work in the U.S.?	Are you willing to relocate?
Yes	Yes	Yes
Desired Salary?	If a specific work schedule has been included in the recruitment posting, are you available to work during the days, times, and/or shifts as indicated?	
Salary	Yes	

Do you have a valid driver's License?	Do you have a Commerical Driver's License Endorsement?	Driver's License State
Yes	Yes	Florida

Education Information

School 1

School/University Name

Barry University

Major

Public Administration

Degree

Masters

Date Start (mm/dd/yyyy)

1/6/2014

City

Tampa

Date End (mm/dd/yyyy)

5/9/2015

State

Florida

Did you graduate?

Yes

School 2

School/University Name

University of Phoenix

Major

Management

Degree

Bachelors

City

Tampa

State

Florida

Date Start (mm/dd/yyyy)

1/6/2007

Date End (mm/dd/yyyy)

4/13/2009

Did you graduate?

Yes

School 3

School/University Name

Major

Degree

City

State

Date Start (mm/dd/yyyy)

Date End (mm/dd/yyyy)

Did you graduate?

Please list any additional education below.

Employment Information

Date Start (mm/dd/yyyy)

3/26/2018

Date End (mm/dd/yyyy)

2/28/2019

Employer

Dekalb County Sanitation

Position Title

Assistant Director Residential Collections

Address

3720 Leroy Scott Drive

City

Decatur

State

Georgia

Zip

30032

Primary Phone

404-294-2929

Supervisor

Tracy Hutchinson

Hours Per Week

40

Salary

100,300.00

Number of Employees Supervised

500

Duties

Directs, manages, and monitors (daily) scheduled residential solid waste and recycling collection core operations; facilitates and fosters team and organizational development; advises and direct subordinate managers; reallocates collection resources and service priorities and objectives; meet with leadership and management staff to identify and resolve organizational issues; assigns projects and areas of responsibility; and reviews and evaluates work methods, processes, and procedures.

Reason for leaving?

Currently Employed

May we contact for reference?

No

Date Start (mm/dd/yyyy)

4/14/2008

Date End (mm/dd/yyyy)

11/27/2017

Employer

City of Clearwater

Position Title

Assistant Director Solid Waste/General Services

Address

1701 N Hercules Av

City

Clearwater

State

Florida

Zip

33765

Primary Phone

727-224-4109

Supervisor

Earl Gloster

Hours Per Week

40

Salary

90,000.00

Number of Employees Supervised

225

Duties

Directed all operational core services to include; residential and commercial solid waste collection, roll off, bulk collection, recycling collections, transfer station operations and yard waste collection. Managed General Services operations to include; Fleet Maintenance, Building Manintenance and Radio Communications for the City. Managed \$22 million dollar budget. Achieved and implemented department goals and objectives to provide exemplary service to customers.

Reason for leaving?

Resigned Position Relocated to Georgia

May we contact for reference?

Yes

Date Start (mm/dd/yyyy)

1/25/1993

Date End (mm/dd/yyyy)

4/7/2008

Employer

City of Largo

Position Title

Senior Foreman

Address

1000 2nd Street SE

City

Largo

State

Florida

Zip

33756

Primary Phone

727.587.6760

Supervisor

Mike Gordon

Hours Per Week

40

Salary

58,500.00

Number of Employees Supervised

25

Duties

Enforced regulations regarding collections and disposal of solid waste.
Supervised personnel, solid waste collection and transportation.
Devised and directed overall operation of Commercial and Roll-Off Programs.
Effectively communicated between upper level management commissioners and general personnel.
Set up and serviced residential and commercial accounts, established residential and commercial routes.
Prepared and executed program budgets, payroll, equipment purchases and supplies.
Demonstrated effective leadership and encouraged team concepts.
Coordinated disposal of solid waste with County Resource Plant and/or landfills
Received and resolved all citizen/customer complaints.
Prepared and presented to City Council regarding solid waste operations.

Reason for leaving?

Resign Position/Accepted Assistant Director Position With City of Clearwater

May we contact for reference?

Yes

Date Start (mm/dd/yyyy)

Date End (mm/dd/yyyy)

Employer

Position Title

Address

City

State

Zip

Primary Phone

Supervisor

Hours Per Week

Salary

Number of Employees Supervised

Duties

Reason for leaving?

May we contact for reference?

Yes

Skills & Certifications

Professional Certifications and Licenses

Florida City and County Management Association (FCCMA)
Florida Foundations Basic Emergency Management Academy
Collections Manager (SWANA)

Office & Other Skills: Including supervision skills, other languages or information regarding the career/occupation you wish to bring to the employer's attention.

Microsoft Office, Oracle, Kronos, PeopleSoft, GPS System. Communication, Organization, Presentation, Planning, Time Management, Problem Solving, Strong Work Ethic, Leadership, Creativity, Decision Making, Motivation, Networking and Adaptability.

References

Reference 1

Reference Type	Reference Name	Position
Professional	Earl Gloster	Director Solid Waste/General Services
Address	City	State
1701 N Hercules Av	Clearwater	Florida
Zip	Email	Telephone:
33765	Earl.gloster@myclearwater.com	727-224-4109

Reference 2

Reference Type	Reference Name	Position
Professional	Reginald Ofuani	General Manager
Address	City	State
300 S Adams St	Tallahassee	Florida
Zip	Email	Telephone:
32301	Reginald.Ofuani@talgov.com	850-556-7134

Reference 3

Reference Type	Reference Name	Position
Professional	Cliff Buck	Director, Fleet Sales
Address	City	State
4680 Pinson Valley Pkwy.	Birmingham	Alabama
Zip	Email	Telephone:
35215	Cbuck@autocartruck.com	219-670-5328

ACKNOWLEDGMENT STATEMENTS

If you understand and agree with the statement, please confirm by answering each statement below.

If you retired from a State of Florida administered retirement plan (FRS) within the past year, your retirement benefits may be severely impacted if employed by an FRS covered employer such as the City of Pensacola. Have you retired from such a plan in the past year?

No

Have you worked for the City of Pensacola before?

No

If you have worked for the City of Pensacola before, where and when?

Do you have relatives working for the City of Pensacola?

No

If so, provide the names of all relatives and their relationship to you (i.e., spouse, parent, child, grandparent, grandchild, sibling, in-law, niece, nephew, aunt, uncle, step parent, step child, etc.).

VETERAN PREFERENCE: A DD214 or approved documentation that provides discharge type and service dates is required for all preference claims. If claiming disability preference, a DD214 AND a less-than-one-year old letter from the Department of Veterans' Affairs that states the percentage of disability is required. By making a selection below, I understand it is my responsibility to provide documentation with this application. If I need assistance, I can call 850-435-1660. I am claiming veteran's preference

No

If you are claiming veteran preference, was your discharge from active duty in the United States military under honorable conditions?

Yes

How did you learn about this job?

Online job posting (not on City's website)

APPLICANT STATEMENT: I certify that all statements made here and attached to, are correct, true, and complete to the best of my knowledge. I understand that I am responsible for the accuracy and completeness of information and that any omissions, falsifications, misstatements, or misrepresentation could disqualify me for employment and if hired, could be grounds for dismissal later. I consent to the release of information to authorized City employees for employment purposes, information about my ability, employment history, and fitness for employment by employers, schools, law enforcement agencies, and other individuals and organizations; this consent continues into my employment if hired. I understand that a background check may be required for this position and that I may be required to disclose information regarding my background and ability to perform the job for which I am applying. Based on the requirements of the position, certain criminal activity could exclude me from employment consideration. I consent to the release of background and/or criminal history for employment purposes. I understand the City of Pensacola is a Drug-Free Workplace (FL Statute 112.0455) and that I agree to be tested for controlled substances; refusing to submit or a positive test result will eliminate me from consideration under this announcement. After an offer of employment, I consent to be medically examined. I release the City, its officers, agents, and employees from liability arising from or in connection with a medical exam, the use of test results as part of the application process, the background investigation, and polygraph (if applicable). I understand the application submitted for City employment and information obtained about me may be public record unless exempted by law; if I am eligible for exemption under Chapter 119, Florida Statutes, I am responsible for notifying Human Resources. Effective 8/1/2014, the City of Pensacola is an E-Verify employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). I understand, that if hired, my employment eligibility will be verified through E-Verify.

I Agree

I understand the minimum qualifications and the starting salary, and if I have any questions about either, I will contact Human Resources at 8504351660.

I agree I have thoroughly read the information contained in the job bulletin for this posting.

It is my responsibility to document my work experience, education, etc. in the sections of the online application (not refer to a resume) to show that I meet the minimum qualifications. And, I must provide proof of required education, certifications, licenses, etc.

I understand that I must qualify for the position for which I am applying.

The City of Pensacola conducts background and driver license checks as required for each position.

I hereby authorize the collection of this information as part of the employment or promotional screening process.

Signature

John Pittman

Date Signed: 2/28/2019 12:00 PM

Date Submitted: 2/28/2019 12:19 PM

IP Address: 50.200.30.190

Sanitation Services & Fleet Management Director

Did you graduate from an accredited college or university with a Bachelor's Degree in the appropriate discipline?

Yes

Do you have six (6) years of pertinent experience in a senior managerial capacity, five (5) of which must have been in solid waste or a combination of education, training, and/or work experience equal to or higher than the requirements listed above?

Yes



City of Pensacola

222 West Main Street
Pensacola, FL 32502

Memorandum

File #: 19-00245

City Council

5/16/2019

LEGISLATIVE ACTION ITEM

SPONSOR: Grover C. Robinson, IV, Mayor

SUBJECT:

FIRST CITY ARTS ALLIANCE, INC. (FCAC) AMENDED AND RESTATED LEASE AGREEMENT

RECOMMENDATION:

That City Council approve the lease renewal and amended terms for First City Arts Alliance, Inc. (FCAC) for City-owned property located at 1060 North Guillemard Street, parcel number 000S0090100001047, account number 131393000 and authorize the Mayor to execute the amended and restated lease agreement. Further that City Council authorize the Mayor to take all necessary actions to execute the amended and restated lease agreement.

HEARING REQUIRED: No Hearing Required

SUMMARY:

On May 10, 2012 City Council authorized a lease agreement between the City of Pensacola and First City Arts Alliance, Inc. DBA Belmont Arts and Cultural Center for City-owned former Public Works Department site for the purpose of creating an arts and cultural center on the property. The lease was for an initial three (3) year term with a three (3) year renewal option and a rent amount of \$2,000 per month. The lease requires First City Arts Center to make improvements to the existing structures in two (2) scheduled phases and provides a dollar for dollar rent credit upon submission and approval of actual structural improvement costs incurred.

On April 24, 2013, City Council authorized an amendment to the lease agreement to incorporate the plans and specifications to complete Phase II improvements and extend the Phase II improvements completion timeframe. Additional changes included an additional five (5) year renewal option at the sole discretion of the city, extension of a first right of refusal for purchase of the property and updated property insurance information.

On October 8, 2015, City Council authorized a second amendment to the lease agreement incorporating the Long Hollow Neighborhood Association leased property in order to expand First City Arts Center's campus and programs as well as approving the subleasing of a portion of the leased premises to Open Books, Inc.

First City Arts Alliance, Inc. is requesting an extension of their current 10-year lease set to expire in 2022 due to their plans to apply for an IMPACT100 grant in 2019. Per the grant requirements, FCAC must have a current lease for at least 5 years beyond the date of the grant application deadline in June 2019 to be considered eligible

for IMPACT100 funding. Amendment 2 to the original lease agreement expires in 3 years. Should an IMPACT100 grant be received by FCAC, they will continue to invest in property improvements.

Similar requests were submitted by FCAC and received by the City in 2014 and 2015 in order to secure grant funding for the completion of certain improvements that were material provisions in the original lease. City Council approved lease amendments in 2014 and 2015. The proposed amended and restated lease agreement provides a 15-year term.

PRIOR ACTION:

May 10, 2012 - City Council approved the lease of 1040 North Guillemard Street, Lots 6 through 12, Block 47 (northern portion) to First City Arts Center.

April 24, 2014 - City Council authorized the Mayor to execute an amendment to the First City Art Center lease.

October 8, 2015 - City Council authorized the Mayor to execute a second amendment to the First City Arts Center lease and approve the subleasing of a portion of the leased premises to Open Books, Inc.

FUNDING:

N/A

FINANCIAL IMPACT:

None

CITY ATTORNEY REVIEW: Yes

5/11/2019

STAFF CONTACT:

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

ATTACHMENTS:

- 1) First City Lease
- 2) Property Appraiser Parcel Record
- 3) First City Arts Alliance Sunbiz
- 4) Parcel Map

PRESENTATION: No

AMENDED AND RESTATED LEASE AGREEMENT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS LEASE AGREEMENT (the “Lease”) is made and entered into to be effective as of the _____ day of _____ 2019, by and between the City of Pensacola, a municipal corporation of the State of Florida whose principal offices are located at 222 W. Main Street, Pensacola, FL 32502 (the “City” or “Lessor”) and First City Arts Alliance, Inc., d/b/a First City Arts Center (the “Lessee”), a Florida not-for-profit corporation whose principal offices are located at 1060 N. Guillimard Street, Pensacola FL 32501.

WHEREAS, the City and the Lessee entered into a Lease Agreement (the “Original Lease”) on June 6, 2012, recorded at OR 7463/844-857, which lease was amended on May 30, 2014, recorded at OR 7463/858-862, and further amended on October 19, 2015, recorded at OR 7463/863-871; and

WHEREAS, in order to extend the term of the lease, clarify certain provisions of the lease, and amend the process of accounting for the payment of lease fees and credits allowed and the accrual of lease payment credits, the parties intend by this Agreement to amend the existing lease agreement and restate the Agreement herein by this Amended and Restated Lease Agreement, the execution of which shall supersede and take effect in place of the existing provisions of the Original Lease and its two amendments recited above;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed by the City and the Lessee that the Original Lease, as amended, shall be amended and fully restated by the following, superseding agreement:

1. STATEMENT OF PURPOSE

Lessor owns certain real property more particularly described as Lots 1 through 12, 22-24, Block 47, Belmont Tract, City of Pensacola, Escambia County, Florida (the “Property”). Lessee intends to use the Property as a multipurpose arts, cultural and educational center in furtherance of such purpose.

2. PREMISES LEASED

Lessor hereby leases to Lessee the Property subject to the terms, provisions, and conditions of this Lease.

3. TERM

The term of this Lease shall be for a period of ten (10) years commencing on the date and year first above written.

4. RENEWAL AND RIGHT TO PURCHASE

A. RENEWAL

While Lessor is under no obligation to renew this Lease at the end of the lease terms, Lessor shall give favorable consideration to such a renewal taking into consideration Lessee's favorable impact upon the City and any capital expenditures to improve the property.

B. RIGHT TO PURCHASE PROPERTY RIGHT OF FIRST REFUSAL

In the event that the City determines to sell the property during the term of this Lease Agreement, for one dollar and other good and valuable consideration received from Lessee, Lessor grants Lessee the right of first refusal to purchase the property during the lease term of ten (10) years. Any sale of the property by Lessor to a third party during the term of this Lease is subject to the Lease. Lessor has the exclusive right in its discretion to determine if an offer to purchase the Property is acceptable to Lessor.

5. LEASE PAYMENTS

The Lessor agrees to lease the subject property to Lessee at a monthly rate of \$1.00 in recognition for previous years of investments for capital improvements and substantial maintenance projects by Lessee.

The parties agree that this is a triple net lease and that the Lessee is responsible for all expenses such as capital expenses, maintenance expenses, operation expenses, insurance, taxes and utilities.

All expenditures for improvements and maintenance repairs and construction in the amount of \$5000.00 or more shall receive prior approval from the Mayor or his designee.

All improvements shall be completed to the satisfaction of the Lessor pursuant to Section 8 below.

6. USE OF PREMISES

The Property shall be used by Lessee and its sublessees solely for non-profit art center as well as neighborhood revitalization and community service activities.

7. LESSEE'S ACKNOWLEDGEMENTS AND REPRESENTATIONS

Lessee represents to and covenants with Lessor that the representations made by it are true and correct and that Lessee shall use the Property only for such purposes as described.

8. CONSTRUCTION OF IMPROVEMENTS AND CONSTRUCTION PLANS

Lessee shall submit design plans and specifications for the Improvements on the Property to the Mayor or Mayor's designee for all improvements that will exceed the amount of \$5000.00.

Once the lessee has received approval from the Mayor or his designee, the lessor may commence with the improvement.

Lessee shall be fully responsible for the cost and development of the Improvements to the Property at Lessee's sole cost and expense, pursuant to the terms and conditions of this Lease Agreement.

9. TITLE TO IMPROVEMENTS

Title to Improvements that shall be placed upon the Property by Lessee shall vest in Lessor upon the completion of the Improvements, and Lessee acknowledges that it shall have no right to remove such fixed or permanent Improvements from the Property.

10. INSPECTION AND ACCESS TO PROPERTY

During the term of the Lease and any renewal or extension hereof, Lessee shall permit the representatives of Lessor access to the Property at all reasonable times deemed necessary for inspection. An inspection shall occur at least once per year by a representative of the City to document improvements and the condition of the property.

11. COVENANTS AND RESTRICTIONS

Lessor and Lessee agree that the following restrictions shall be covenants running with the land, and shall be binding on Lessor, Lessee, sublessees and the successors of the parties, and all other successors in interest to the Property, or any part thereof:

- A. That the Property shall be devoted only to the uses specified in this Lease or as approved in writing by Lessor.
- B. That the Lessee will maintain the exterior appearance (including landscaping) suitable to the area and the Property's uses.

12. NO MORTGAGES OR ENCUMBRANCES

- A. Lessee shall not mortgage, encumber, or allow any liens to be placed against the Property or its leasehold interest therein.
- C. Lessee shall remove any liens or encumbrances placed against the Property on account of Lessee's activities or occupation of the Property during the term of this Lease or as it may be renewed. If Lessee fails to remove any such lien from the Property, within thirty (30) days of the recording or other reasonable notice of any lien or encumbrance, such failure shall constitute a breach of the Lease.

13. LESSOR'S WARRANTIES

Lessor warrants that Lessee may use and have the quiet enjoyment of the Property for its intended use, that Lessor has the right to enter into this Lease, and Lessee's possession will be superior to the assertions of third parties claiming title superior to Lessor (including lien claims).

14. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT IN FAVOR OF LESSOR

Lessee shall defend and indemnify Lessor, and save it harmless from any and all claims, suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury, or property damage arising from or out of any occurrence in, upon, at or about the Property or any part thereof, occasioned wholly or in part by any act or omission of Lessee, its successors and assigns, its agents, contractors, employees, servants, invitees, sublessees, licensees or concessionaires. The Lessee's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

15. INSURANCE REQUIRED

Less shall maintain insurance and provide Lessor with certificates in accordance with Exhibit "A" during the life of this Lease Agreement as may be applicable under the circumstances. Lessor shall have the right to make reasonable increases to the minimum required limits of liability on Exhibit "A" during the term of this Lease or any renewal or extension hereof. Lessee shall be responsible for all deductibles and self-insured retentions under its insurance policies.

16. NO DISCRIMINATION

Lessee agrees that it will not discriminate upon the basis of race, creed, color, national origin, age, or sex in the construction, subleasing, use, occupancy, or operation of the Property, or in the improvements to be erected thereon and that each contract, or agreement with respect thereto shall specifically contain the following provision:

“Equal Opportunity Provision”

- A. In the operation of the property, neither the Lessee nor any contractor or manager employed by Lessee shall discriminate against any employee or applicant for employment because of race, color, religion, age, sex or national origin, and they shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, age, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Lessee setting forth the provisions of this Equal Opportunity Clause, and to cause any contractor, subcontractor or manager to do likewise.
- B. The Lessee and any contractor or manager shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that

all qualified applicants will receive consideration for employment without regard to race, color, religion, age, sex or national origin. They shall send to each labor union or representative of workers with which they, or any of them, have a collective bargaining agreement or other contract or understanding, a notice, to be provided by Lessee, advising the labor union or workers' representative of their commitments under this Equal Opportunity Clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

17. AD VALOREM TAXES AND UTILITIES

Lessee shall pay any and all ad valorem taxes, or other taxes that may be levied against the Property commencing as of the effective date hereof. Lessee shall pay all utilities for the Property.

18. WASTE

Lessee shall maintain the Property in a good, safe and substantial condition and shall use all reasonable precaution to prevent waste, damage or injury to the Property.

19. ENFORCEMENT OF LEASE, FORFEITURE DEFAULT, REMEDIES, NONWAIVER

Lessor may enforce the performance of this Lease in any manner provided by law, and this Lease shall be void upon the following events:

- A. If Lessee shall desert or vacate the Property;
- B. If default shall be made by Lessee in the payment of the Lease payments as specified in this Lease;
- C. If Lessee shall file a petition of bankruptcy, or make an assignment for the benefit of creditors, or be adjudicated a bankrupt, or take advantage of any insolvency act.

Lessor shall notify Lessee of any such default and of Lessor's intention to declare this Lease terminated which notice Lessor shall make in writing. Unless Lessee shall have removed or cured the default within ten (10) days if a monetary default or to maintain insurance as required by this Agreement or within thirty (30) days if a nonmonetary default, from the date of Lessor's notice of intention to declare the Lease terminated, this Lease shall come to an end as if the date established by notice from Lessor to Lessee, Lessor's agent or attorney shall have the right, without further notice or demand, to re-enter and remove Lessee and Lessee's property from the Property without being deemed guilty of any trespass.

The failure of Lessor to insist, in any one or more instances, on a strict performance of any of the terms or conditions of this Lease, or to exercise any option set forth in this Lease, shall not be construed as a future waiver or a relinquishment of the provision or option, but it shall continue and remain in full force and effect. The receipt by Lessor of rent, with knowledge of

the breach of any term or condition hereof, shall not be deemed a waiver of the breach and no waiver by Lessor of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Lessor.

20. NOTICES

All notices provided in this Lease shall be deemed sufficient when sent by U.S. Certified Mail, Return Receipt Requested, postage prepaid, to the following address:

Lessor: The City of Pensacola
c/o Mayor
City Hall
222 West Main Street
Pensacola, Florida 32502

Lessee: First City Arts Alliance, Inc., d/b/a First City Arts Center
Current address: 1060 North Guillemard
Pensacola, FL 32501

21. PROVISIONS BINDING

The terms and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto, including sublessees, and, their successors, respectively.

22. AMENDMENT

This Lease may not be altered, changed or amended except by an instrument in writing, signed by the parties hereto.

23. SEVERABILITY

If any provisions of this Lease shall be declared in contravention of law or void as against public policy, such provisions shall be considered severable and the remaining provisions of this Lease shall continue in full force and effect.

24. PARAGRAPH HEADINGS

The paragraph headings in this Lease are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Lease or any of its provisions.

25. ENTIRE AGREEMENT

This instrument constitutes in the entire agreement between Lessor and Lessee on the subject of this Lease, and all prior to contemporaneous oral or written agreements, or representation of any nature with reference to the subject matter of this Lease are canceled and superseded by the provisions of this Lease.

26. WAIVER

Failure on the part of Lessor to complain of any action or non-action on the part of Lessee, no matter how long it may continue, shall not be deemed to be a waiver by Lessor of any of its rights under this Lease. Further, it is covenanted and agreed that no waiver at any time of any of the provisions of this Lease by Lessor shall be construed as a waiver at any subsequent time of the same provisions. The consent or approval by Lessor to or of any action by Lessee requiring Lessor’s consent or approval shall not be deemed to waiver or render unnecessary Lessor’s consent or approval to or of any subsequent similar act by Lessee.

27. TIME OF THE ESSENCE

Time is of the essence of each and every provision, covenant and condition of this Lease on the part of Lessor and Lessee to be done and performed.

28. GOVERNING LAW

This Lease is subject to and shall be governed by the laws of the State of Florida.

29. VENUE

Venue for any claim, action or proceeding arising out of the Lease shall be Escambia County, Florida.

30. ASSIGNMENT

Lessee shall not assign this Lease without prior written approval by Lessor.

31. SUBLETTING

Lessee may sublet portions of the Property upon obtaining prior written approval from Lessor.

EXECUTED in multiple original copies to be effective as of the day and year first above written.

CITY OF PENSACOLA
A municipal corporation, Lessor

By: _____
Grover C. Robinson, IV
Mayor

Attest:

Ericka L. Burnett, City Clerk

First City Arts Alliance, Inc., d/b/a
First City Arts Center, a Florida
Not For Profit Corporation, Lessee

By: _____
President

Attest:

Secretary

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Grover C. Robinson, IV, and Ericka L. Burnett, the Mayor and City Clerk, respectively, of the City of Pensacola, a municipal corporation, for an on behalf of the City, and who are personally known to me.

GIVEN under my hand and official seal this _____ day of _____, 2019.

NOTARY PUBLIC

Name

[Type or print Name]
My Commission Expires:

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by the President of First City Arts Alliance, Inc., d/b/a First City Arts Center, a Florida not for profit corporation, for and on behalf of the corporation and who is personally known to me or has produced _____ as identification.

GIVEN under my hand and official seal this _____ day of _____, 2019.

NOTARY PUBLIC

Name

[Type or print Name]
My Commission Expires:



Chris Jones
Escambia County Property Appraiser

Real Estate Search Tangible Property Search Sale List

Navigate Mode Account Reference [Printer Friendly Version](#)

General Information Reference: 000S009010001047 Account: 131393000 Owners: PENSACOLA WATER WORKS Mail: 1040 N GUILLEMARD ST PENSACOLA, FL 32501 Situs: 1040 N GUILLEMARD 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 <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>2018</td> <td>\$162,010</td> <td>\$239,618</td> <td>\$401,628</td> <td>\$317,780</td> </tr> <tr> <td>2017</td> <td>\$70,775</td> <td>\$225,536</td> <td>\$296,311</td> <td>\$288,891</td> </tr> <tr> <td>2016</td> <td>\$70,775</td> <td>\$164,630</td> <td>\$235,405</td> <td>\$235,405</td> </tr> </tbody> </table> <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Tax Estimator</p> <p style="text-align: center;">> File for New Homestead Exemption Online</p>	Year	Land	Imprv	Total	Cap Val	2018	\$162,010	\$239,618	\$401,628	\$317,780	2017	\$70,775	\$225,536	\$296,311	\$288,891	2016	\$70,775	\$164,630	\$235,405	\$235,405
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Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>None</td> <td></td> <td></td> <td></td> <td></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)	None						2018 Certified Roll Exemptions MUNICIPAL OWNED Legal Description LTS 1 TO 12 AND 22 TO 24 BEL NO BLK 47 BELMONT TRACT CA 78 Extra Features ASPHALT PAVEMENT CHAINLINK FENCE
Sale Date	Book	Page	Value	Type	Official Records (New Window)								
None													

Parcel Information [Launch Interactive Map](#)

Section Map Id: CA078

Approx. Acreage: 1.4900

Zoned: C-3

Evacuation & Flood Information
[Open Report](#)

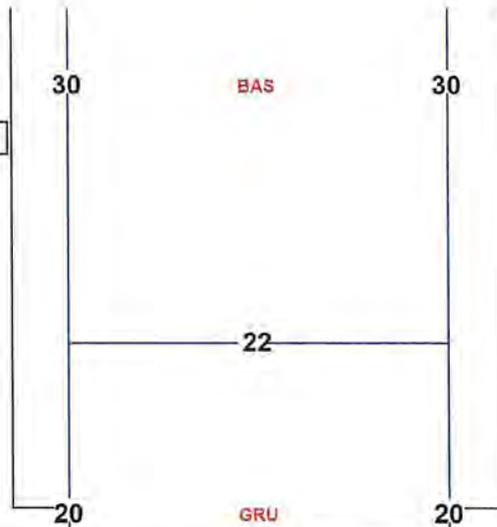
[View Florida Department of Environmental Protection\(DEP\) Data](#)

Buildings	
Address: 1040 N GUILLEMARD ST, Year Built: 1960, Effective Year: 1960	
Structural Elements DECOR/MILLWORK-AVERAGE DWELLING UNITS-0 EXTERIOR WALL-CONCRETE BLOCK EXTERIOR WALL-METAL-MODULAR FLOOR COVER-VINYL ASBESTOS FOUNDATION-SLAB ON GRADE HEAT/AIR-CENTRAL H/AC INTERIOR WALL-EXPOSED BLK/BRK NO. PLUMBING FIXTURES-4 NO. STORIES-1 ROOF COVER-COMPOSITION SHG	

<p>ROOF FRAMING-GABLE STORY HEIGHT-8 STRUCTURAL FRAME-MASONRY <i>PIL/STL</i></p> <p>Areas - 1535 Total SF BASE AREA - 1535</p>	
<p>Address: 1060 N GUILLEMARD ST, Year Built: 1941, Effective Year: 1960</p> <p>Structural Elements DECOR/MILLWORK-AVERAGE DWELLING UNITS-0 EXTERIOR WALL-BRICK-COMMON FLOOR COVER-CARPET FOUNDATION-SLAB ON GRADE HEAT/AIR-CENTRAL H/AC INTERIOR WALL-EXPOSED BLK/BRK NO. PLUMBING FIXTURES-4 NO. STORIES-1 ROOF COVER-COMPOSITION SHG ROOF FRAMING-GABLE STORY HEIGHT-9 STRUCTURAL FRAME-MASONRY PIL/STL</p> <p>Areas - 3250 Total SF BASE AREA - 3250</p>	
<p>Year Built: 1960, Effective Year: 1980</p> <p>Structural Elements DECOR/MILLWORK-AVERAGE DWELLING UNITS-0 EXTERIOR WALL-BRICK-COMMON EXTERIOR WALL-METAL-MODULAR FLOOR COVER-CONCRETE-FINISH FOUNDATION-SLAB ON GRADE HEAT/AIR-NONE INTERIOR WALL-PANEL-PLYWOOD NO. PLUMBING FIXTURES-4 NO. STORIES-1 ROOF COVER-CORRUGATED METL ROOF FRAMING-GABLE STORY HEIGHT-18 STRUCTURAL FRAME-MASONRY PIL/STL</p> <p>Areas - 8820 Total SF BASE AREA - 3400 CANOPY - 4060 OFFICE AVG - 1360</p>	
<p>Year Built: 1970, Effective Year: 1970</p> <p>Structural Elements DECOR/MILLWORK-AVERAGE DWELLING UNITS-0 EXTERIOR WALL-CONCRETE BLOCK FLOOR COVER-CONCRETE-FINISH FOUNDATION-SLAB ON GRADE HEAT/AIR-CENTRAL H/AC INTERIOR WALL-EXPOSED BLK/BRK</p>	

NO. STORIES-1
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-GABLE
STORY HEIGHT-12
STRUCTURAL FRAME-MASONRY PIL/STL

Areas - 1100 Total SF
BASE AREA - 660
GARAGE UNFIN - 440



Year Built: 1940, Effective Year: 1940

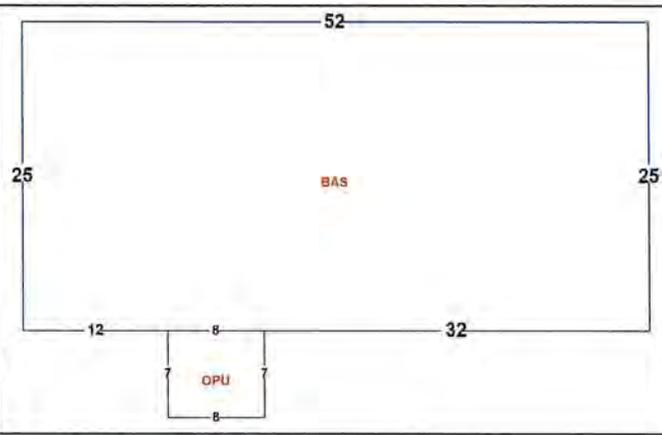
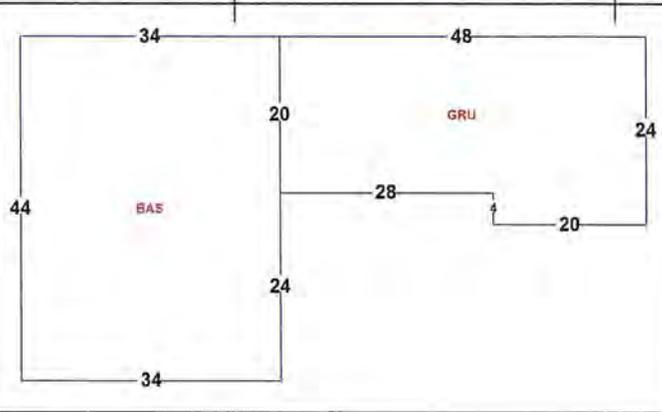
Structural Elements
DECOR/MILLWORK-AVERAGE
DWELLING UNITS-0
EXTERIOR WALL-VINYL SIDING
EXTERIOR WALL-CONCRETE BLOCK
FLOOR COVER-CARPET
FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-EXPOSED BLK/BRK
NO. STORIES-1
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-GABLE
STORY HEIGHT-12
STRUCTURAL FRAME-MASONRY PIL/STL

Areas - 2536 Total SF
BASE AREA - 1496
GARAGE UNFIN - 1040

Year Built: 1940, Effective Year: 1940

Structural Elements
DECOR/MILLWORK-MINIMUM
DWELLING UNITS-0
EXTERIOR WALL-CONCRETE BLOCK
FLOOR COVER-VINYL/CORK
FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-EXPOSED BLK/BRK
NO. STORIES-1
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-GABLE
STORY HEIGHT-10
STRUCTURAL FRAME-MASONRY PIL/STL

Areas - 1356 Total SF
BASE AREA - 1300
OPEN PORCH UNF - 56



Images



6/15/18

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:05/07/2019 (tc.6175)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Not For Profit Corporation
FIRST CITY ARTS ALLIANCE, INC.

Filing Information

Document Number	N20081
FEI/EIN Number	59-2787230
Date Filed	04/10/1987
State	FL
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	04/21/2009
Event Effective Date	NONE

Principal Address

1060 N. Guillemard
PENSACOLA, FL 32501

Changed: 02/18/2013

Mailing Address

1060 N. Guillemard
PENSACOLA, FL 32501

Changed: 01/12/2015

Registered Agent Name & Address

Rhea, Caitlin N.
10184 Sugar Creek Drive
Pensacola, FL 32514

Name Changed: 01/10/2018

Address Changed: 01/10/2018

Officer/Director Detail

Name & Address

Title President

Bloodworth, Maureen M.
3630 Firestone Blvd.
PENSACOLA, FL 32503

Title VP

Switzer, Jane
 92 Highpoint Dr.
 Gulf Breeze, FL 32561

Title Director

Rhea, Caitlin N.
 10184 Sugar Creek Drive
 PENSACOLA, FL 32514

Title Treasurer

Sauls, Stan
 3907 Elevator Ct.
 PACE, FL 32571

Title VP Development

Manhire, Patricia
 4633 Smokey Road
 Gulf Breeze, FL 32563

Annual Reports

Report Year	Filed Date
2017	01/12/2017
2018	01/10/2018
2019	02/06/2019

Document Images

02/06/2019 -- ANNUAL REPORT	View image in PDF format
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01/12/2015 -- ANNUAL REPORT	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format
02/18/2013 -- ANNUAL REPORT	View image in PDF format
01/24/2012 -- ANNUAL REPORT	View image in PDF format
08/20/2011 -- ANNUAL REPORT	View image in PDF format
03/04/2011 -- ANNUAL REPORT	View image in PDF format
11/24/2010 -- Off/Dir Resignation	View image in PDF format
08/10/2010 -- ANNUAL REPORT	View image in PDF format
07/12/2010 -- ANNUAL REPORT	View image in PDF format
04/21/2009 -- REINSTATEMENT	View image in PDF format
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05/05/2003 -- ANNUAL REPORT	View image in PDF format
01/17/2002 -- ANNUAL REPORT	View image in PDF format

04/30/2001 -- ANNUAL REPORT	View image in PDF format
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04/09/1997 -- ANNUAL REPORT	View image in PDF format
03/13/1996 -- ANNUAL REPORT	View image in PDF format

Florida Department of State, Division of Corporations

Legend

 LTS 1 TO 12 AND 22 TO 24 BEL N O BLK 47 BELMONT TRACT CA 78



LTS 1 TO 12 AND 22 TO 24 BEL N O BLK 47 BELMONT TRACT CA 78

1060

1040

0 85 170 Feet

Date: 5/9/2019

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

